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The Solicitors' Journal

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The Solicitors' Journal

(ESTABLISHED 1857.)

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Current Topics.

Criminal Prosecutions : Suits by the Crown.

IT IS clear law that prosecutions on indictment are suits by the KING, but it has been doubted whether this doctrine extends to prosecutions for offences punishable on summary conviction. The case of *R.* v. *Truelove*, 1880, 5 Q.B.D. 336, is, however, authority that the Crown must be regarded as the prosecutor in all criminal cases, however trivial. That case originated with the issue of a search warrant under 20 and 21 Vict., c. 83, to seize obscene publications, which were later brought before a magistrate for condemnation. The informer died after seizure but before condemnation, and it was held that the proceedings did not abate by his death, on the express ground that "the matter was of the nature of a criminal prosecution on behalf of the Crown." The case, as one not arising upon a prosecution which might result in a conviction and punishment, may be considered by some as not sufficiently in point, but the ground on which the judgment goes is strictly relevant to the proposition under discussion. Another consideration pointing the same way is that the Crown takes all fines inflicted on convictions for summary offences, save where, by statute, they are granted to some other person or body. Those grants are indeed so extensive, that when the Crown is to have such penalties, express provision has to be made as in s. 13 (5) of the Road Act, 1920. Such provisions are exceptions upon exceptions, partial resumptions of general grants. The point may seem academic, but occasions are always unexpectedly arising when the correct doctrine on an apparently academic point becomes of importance. Here the true position might have a bearing on actions for false imprisonment.

Stabilisation of Easter.

THERE WILL be no doubt a great deal of opposition, on religious and other grounds, to the proposed attempt to stabilise Easter. The Easter Bill, however, has now passed through the House of Commons, and there can be but little doubt that it will be placed on the statute book at an early date. The Bill proposes to fix Easter on the first Sunday after the second Saturday in April, but even in the event of the Bill passing into law it will not necessarily follow that the proposed alteration of the date of Easter will become effective in the near future, since, according to the Bill as it is in its present form, the alteration will not come into operation until such date as may be fixed by Order in Council, and such Order in Council may not be made unless and until a draft thereof is laid before and approved with or without modifications, by both Houses of Parliament. Furthermore, in accordance with an amendment agreed to on the Third Reading of the Bill before any such draft or Order is made, regard is to be had to any opinion officially expressed by the Church of England, the Roman Catholic Church and other Christian bodies. The operation of the Bill, however, is limited to the United Kingdom, the Isle of Man, and the Channel Islands, but it may be extended by Order in Council to any other part of His Majesty's dominions (excepting India, Canada, Australia, New Zealand, South Africa, The Irish Free State, Newfoundland, Southern Rhodesia and Malta), and to protectorates and mandated territories (excepting New Guinea, Western Samoa, South West Africa and Nawru). Although the Bill may become law, it is doubtful whether it will ever become operative, unless a more or less unanimous body of opinion in support of the stabilisation of Easter grows up not only in this country but in other Christian countries as well.

Profiteering at Wimbledon.

THOSE WHO are fortunate enough to be successful in the ballot for Wimbledon tickets at the beginning of the year receive their books which in effect are worth two or three times the price the All England Club exacts for them. It need hardly be added that the tickets are issued by the club, not with the view of enabling recipients to make two or three hundred per cent. on the transaction, but to give them the opportunity of seeing lawn-tennis at its very best for a reasonable price. The profiteer stands between the club and the public in this laudable and benevolent intention, and forestalls and regrates with all the villainy against which our ancient legislators thundered. The committee of the club would certainly abolish him and his practices for ever, if it lay within their power to do so. The difficulties in their way will be found fully discussed in these columns three years' ago (see "A Conveyancer's Diary," Vol. 69, p. 674), to the somewhat pessimistic conclusion that "although there is no obstacle in law, it may be regarded as practically impossible to issue non-transferable tickets to the public." While it may not be feasible entirely to prevent the sale of tickets at a profit, it seems rather strange that touts can still hawk them in the road outside the gates. Loitering for such a purpose is an improper use of the King's highway, and, if the police cannot deal with them under their inherent powers, one would have supposed that the law laid down in *Harrison* v. *Duke of Rutland*, 1893, 1 Q.B. 142, and *Hickman* v. *Maisey*, 1900, 1 Q.B. 752, could have been invoked to deal with these nuisances as trespassers. If the club owned the soil of the road, the above authorities show that their own officials could deal with the touts, and it can hardly be supposed that the neighbouring golf club or other owners would refuse to assist the club. The advertisements in the "agony column" of a prominent newspaper could probably only be abolished if all newspapers of large circulation would combine, in a self-denying ordinance, to boycott the profiteers, and close their advertisement columns to them. Such an agreement would be a difficult one for the club to bring about, but not inherently impossible. Probably the debenture-holders, until paid off, have vested rights as profiteers, but that certainly is not the case with the annual allottees of seats.

Fictitious Meals and Real Drinks.

SECTION 3 of the Licensing Act, 1921, is a splendid example of a legal fiction in common life. It gives another hour for the drinking of intoxicating liquor to those who wish to consume it at a meal in a place approved by the licensing justices as complying with certain requirements. How this concession works in practice was illustrated by a batch of cases taken recently at the Marlborough-street Police Court where Mr. MUSKETT, representing the Metropolitan Police, sought convictions for the consumption of intoxicating liquor in a night club after permitted hours. In one case the defendant had had a substantial meal and was supplied with beer half-way through his meal. Technically, this was probably not supply "at the same time" as the meal was supplied. The defendant ate his food and carried his beer to another table to finish while talking to a friend. Technically, again, he could not be said to be consuming it "at such meal." But he was the most *bonâ fide* of the whole group of defendants and the summons was withdrawn. In other cases the "meal" consisted of one or two small triangular sandwiches, twenty or thirty of which might begin to satisfy the appetite of a hungry man or woman. One defendant, who wanted two drinks successively, had of course two such "meals." Asked if he thought he could, using language fairly, say he had had two meals between 11 p.m. and midnight, he frankly admitted he could not. In fact, the operation of the section is farcical; the meal is a legal fiction, as a rule successfully adopted, for it is impossible to say that no one can make, of choice, a small meal of a sandwich and a glass of liquor. But commonsense tells us that the sandwich is usually accepted merely as a subterfuge, highly profitable to the vendor of the liquor its acceptance procures. It is common knowledge that the sandwich often disappears in ways other than œsophageal. Indeed, a wag has suggested that airballs should be supplied to which they might be attached and floated off into space, so light are they as a rule. It really is time that we either frankly permit drinking till midnight or enforce the earlier closing hours without silly pretences leading to wholesale fraud.

Absence of Printer's Name.

IN A recent case in a Sheriff Court in Scotland (which is equivalent to the county court in England) a person in humble life agreed to subscribe for a certain publication which he was to pay for by instalments. Being dissatisfied with the work, he declined to pay, whereupon he was sued by the publishers. When the case came before the court, however, the plaintiffs must have been somewhat astonished when the learned Sheriff, in looking over the book, discovered for himself that it did not bear the name and address of the printer, as required by the Newspapers, Printers and Reading Rooms Repeal Act, 1869, and in consequence held that this omission was fatal to the claim of the publishers. Time and again the requirement as to the necessity for the printer's name and address appearing on "any paper or book meant to be published or dispersed" is overlooked, but when it is found that this omission not only subjects the printer to a pecuniary penalty, but involves likewise, if the Scottish Sheriff is correct in his ruling, the inability of the publishers to sue for the price of the paper or book, more attention is likely to be paid to the provision of the statute.

Annual Report of the Public Trustee.

THE TWENTIETH General Report issued by the Public Trustee shows that office to be a paying concern, for a surplus of £22,839 has been realised on last year's working. The aggregate value of the cases now under administration is about £200,000,000, of which the annual income is about £10,000,000. The number of new cases accepted during the year was 989 and the aggregate value of new business, including accretions to old trusts, during the year exceeded £11,000,000. More than half of the new cases were under £5,000 in value and there has been a sharp drop in the average values of the estates administered from £10,500 to £9,500. These facts, the Report points out, indicate that people of moderate means as well as the wealthier settlors and testators utilise the Public Trustee's services. The Report refers to a serious loss of £4,635 (made good by the office) incurred in a trust through misappropriation of securities by an outside agent employed at the express request of the principal beneficiary. The financial position of the office is obviously satisfactory.

Infanticide Again.

MR. JUSTICE TALBOT, when charging the Grand Jury at the last Liverpool Assizes, drew attention to the gap in the law dealing with the offence of destroying human life at its beginnings. As has before been pointed out, abortion is an offence, slaying a child which has actually been born is an offence, but to take the life of the child while it is being born is not. Lord DARLING has introduced a Bill into the House of Lords to remedy this defect, and the Bill has been referred to a Select Committee. We agree with the view expressed by the Lord Chancellor that the offence sought to be created is not common, and that great care must be taken to safeguard professional persons assisting women in childbirth when they have to make a choice between the life of the mother and that of the child, or perhaps between the loss of one life or both. A promise has been made that this aspect of the matter shall receive most careful consideration in committee. The criminal law already owes several improvements to the efforts of Lord DARLING in the House of Lords. It is fortunate to have a peer of great judicial experience interested in that branch of the law, which usually has to wait long before necessary reforms are made in it.

Habeas Corpus.

IN THE case of *Eshugbayi Eleko* v. *The Officer Administrating the Government of Nigeria and Another*, 72 SOL. J., p. 452, the appellant successfully appealed to the Judicial Committee of the Privy Council from a decision of the Supreme Court of Nigeria dismissing his appeal from a judgment of Mr. Justice TEW, who held that he had no jurisdiction to entertain the appellant's application for a writ of *habeas corpus* on the ground that a similar application on the same materials had been made to and dismissed by the acting Chief Justice. The Lord Chancellor, in giving judgment, said that each judge of the High Court in England was a tribunal to which application could be made for a writ of *habeas corpus*, in term time or in vacation, and that he was bound to hear and determine the application on its merits, notwithstanding that some other judge had already refused a similar application; and that the same principle must apply to the judges of the Supreme Court of Nigeria. Admittedly the protection of the liberty of the subject is of fundamental and vital importance, and all reasonable facilities for safeguarding it should be granted, but is not this right of application to a succession of judges a somewhat inconsistent and unnecessary privilege? While recognising the historical origin of the right, the word "inconsistent" is used in comparing the matter with vexatious actions in respect of which the court, on the application of the Attorney-General, may make a preventative order under the Vexatious Actions Act, 1896, where vexatious legal proceedings have been persistently instituted. Would it be less vexatious for a stubborn, and necessarily wealthy, individual to insist on taking his application for a writ of *habeas corpus* to every one of our judges in turn? No doubt such an event is very improbable, but ought the practice to be possible? An obvious remedy would be a statutory enactment making a court of three judges the first and final appeal tribunal.

Education Authorities and Free-place Pupils.

An interesting point with reference to the above was recently considered at West Bromwich County Court in *Worcestershire County Education Authority* v. *Oldfield*. In September, 1924, the defendant's son had been granted a free place at Oldbury Higher School, where the ordinary fees are ten guineas a year. The defendant had signed an agreement that his son should remain at the school until the age of sixteen, in default of which the defendant would pay 30s. for each term of the unexpired period. The boy should therefore have remained at the school until July, 1929, but, although the governors had refused permission for him to be withdrawn, he was taken away from the school by the defendant in July, 1927. The object of the agreement, viz.: to keep children at school for the full period, was therefore frustrated, and the plaintiffs sued for the sum due under the above agreement. The defendant's case was that the boy was taken from school because of poverty, and was sent to work. His Honour Judge Tebbs observed that the agreement was applicable to fee-paying pupils, but that the same form was used for those with free places. The plaintiffs would undoubtedly suffer loss by the withdrawal of a fee-paying pupil, but the same result would not follow if a free-place pupil left. The damage in that event was to the child, in respect of which the plaintiffs had no cause of action. While not suggesting that the agreement was unreasonable, the learned judge felt a difficulty in enforcing it in the circumstances, and suggested that a special agreement be prepared for free-place pupils. Judgment was therefore given for the defendant.

Notice to Quit an Agricultural Holding.

Section 25 (1) of the Agricultural Holdings Act, 1923, provides that "a notice to quit a holding" is to be invalid if it purports to terminate the tenancy before the expiration of twelve months from the end of the then current year of tenancy. This enactment applies notwithstanding any provision in a contract of tenancy to the contrary. It was argued in *Flather* v. *Hood, The Times*, 21st inst., that the section only applies to a notice given by the landlord to the tenant, but the court decided that it applies as well to notices given by the tenant as to notices by the landlord. Accordingly a notice of less than a year given by a tenant was held invalid. This decision gives effect to the actual wording of the section.

"Dead Bank Robbers Wanted."

The lawyers of Texas have been discussing with interest the legal problems arising out of an offer of the Texas Bankers Association of $5,000 reward for each dead bank robber. "The association will not give one cent for live robbers." "No limit as to place of killing—in the banking-house, as the robber or robbers leave the bank, as they climb into their car, ten or twenty miles down the road as they flee, or while resisting a posse giving chase." The Texas penal code makes homicide justifiable for the purpose of preventing robbery. There is, be it noticed, no need to resort to lesser measures first. Further, "if homicide takes place in preventing a robbery, it is justifiable if done while the robber is in the presence of the one robbed or is flying with the property taken on him." The questions which arise are whether, if the motive is not prevention of crime but the obtaining of reward, is the killing justifiable, and whether, in any case, killing miles away from the scene of the crime comes within the terms of the statute at all. There is also to be considered the layman's confusion between robbery and theft. The questions are of interest; we do not pretend to resolve them. Obviously, the right to kill in defence of property is greater in Texas than in England; no doubt the necessity is greater. But these echoes from lands less settled than our own have a thrill of their own. One rather supposes that, even if the Texas bankers go beyond the liberal terms of their own law, Texan juries may be found to save them from the results.

Attacks on Judges.

There is a touch of tragi-comedy about the case of the ex-soldier applicant for an increase of pension who fired two shots at the President of the Court in Paris last week. Both shots went wide, which, though hardly to the credit of the soldier's marksmanship, was fortunate for everybody. As soon as order was restored, judgment was given in favour of the applicant, so his attack was aimless in more senses than one. Meantime he had been removed in custody, and will, no doubt, have to answer for his act in another court. It is good to learn that the judge was neither so disturbed as to be unable to continue nor in any way deflected from doing justice to his assailant. We think it was Mr. Justice Ridley who, when a prisoner in an assize court suddenly flung a boot at him, said quietly: "You should not have done that; you might have injured me," or something to that effect, and went on with the trial patiently and calmly. This is a striking contrast to the case recorded in "Russell on Crimes," in which "Richardson, Chief Justice of C.B., at the Assize at Salisbury, in the summer of 1631, was assaulted by a prisoner condemned there for felony, who, after his condemnation, threw a brickbat at the said judge, and which narrowly missed; and for this an indictment was immediately drawn by Noy against the prisoner, and his right arm cut off and fixed to the gibbet upon which he was himself immediately hanged in the presence of the court." While assaults on judicial officers are, of course, grave offences, the law is generally rather mercifully inclined so long as the results are not serious and there is no evidence of premeditation or felonious intent—generous allowance is made for pent-up feelings giving way under intolerable strain. Deliberate contempt of court by responsible persons is usually visited much more gravely than a futile attempt at physical violence, because such contempt is capable of more damaging effect upon public opinion. Sir Edward Parry relates a story of what may be, however, and in fact was, condoned as foolish and momentary contempt. At the end of a case a man said to him: "I have an utter contempt for this court." The judge ordered him to get outside as quickly as possible. "Had I been a Plowden," he goes on, "I should have added 'and utter contempt there.' But I only thought of that going home in the tram."

Mute of Malice.

A man charged in the Dublin Central Criminal Court on the 25th inst. with the illegal possession of arms and ammunition refused to plead, and a jury empanelled to try whether he was mute of malice or by the visitation of God found that he was mute of malice. A plea of "not guilty" was directed to be entered. This direction is authorised by an Act of 1827 (7 & 8 Geo. 4, c. 28), s. 2 of which enacts that if any person "being arraigned upon or charged with any indictment or information for treason, felony, piracy or misdemeanour shall stand mute of malice, or will not answer directly to the indictment or information, in every such case it shall be lawful for the court, if it shall so think fit, to order . . . a plea of 'Not guilty' (to be entered)." An early and distinguished precedent establishing the requirement of a jury to be empanelled to decide the question of malice is provided by *Mercier's Case*, 1 Leach C.C. 183. That case, involving a charge of murder, occurred in 1772, and, in accordance with the spirit of the times, execution speedily followed the sentence of death, pronounced immediately after the jury had found that the prisoner was mute of malice. The Act of 1827, *supra*, clearly indicates an appreciation of the justice of not pronouncing a person guilty until proved so, a fundamental principle of present procedure, but, in the case of an obviously intentionally stubborn individual, it must be a great temptation to the court to take advantage of the saving words of the section, "if it shall so think fit," and to act upon the less legal but probably more truthful maxim, "Silence breathes consent," and refuse to enter the plea of "Not guilty."

Country Planning: The Preservation of our Heritage.

I.

Our remote ancestors had problems of their own, but were not troubled by that of preserving the scenery of England, or guarding the public's right to enjoy it. The dwellings they built, whether castles or cottages, were usually beautiful, with hardly a conscious effort to make them so, whereas modern houses are apt to be ugly, even in cases, still unfortunately in the minority, where that effort has been made. Then also forests and waste lands remained as they were, for man had not acquired his present powers of spoiling the face of nature. And although the law against poaching in the Royal deer forests was certainly drastic, the King's right to game generally can hardly have been enforced as strictly as private rights are to-day. In fact, the country generally might almost have been described as one vast recreation park, with certain risks attendant on the use of it as such from the presence of wolves, robbers, barons, etc., which those who now plan nature reservations do not have to consider.

These far-away predecessors, not being troubled with the problem of keeping a country beautiful which performed that office itself, have therefore left us no body of law to that end; and our more immediate ancestors, developing manufacturing towns, and thwarted in doing so by rights of common on their borders, have hindered rather than helped in preserving a beauty to which those in power even a hundred years ago appear to have attached little value. The striking change in the attitude of the Legislature towards inclosure bills evidences the difference of view prevailing then and now.

A similar difference prevailed as to the rights of the public to recreation away from home, and modern judges, no doubt fettered by their predecessors' decisions, have almost invariably decided against the public and in favour of the landowner. As a typical example, *Blundell* v. *Catterall*, 1821, 5 B. & Ald. 268, may be cited, laying down that "The public have no common law right of bathing in the sea; nor, as incident thereto, of crossing the sea-shore on foot or with bathing-machines for that purpose." The judgment of Holroyd, J., in that case has been much praised, but the spirited dissent of Best, J., may be preferred by the present generation. In *Brinckmann* v. *Matley*, 1904, 2 Ch. 313, the Court of Appeal, while displaying some sympathy with the public claim of right to bathe in the sea, held itself bound by *Blundell* v. *Catterall* to decide in favour of the private owners of a foreshore, seeking a declaration against such a right, and an injunction against those who claimed it.

At common law, indeed, the general public appears to have had no right of recreation at all, though such right might have been the subject of local custom, confined to the inhabitants of a vill, parish, or manor. Thus in *Hall* v. *Nottingham*, 1875, L.R. 1 Ex. 1, the custom claimed was for the inhabitants of the parish to dance round a maypole in a private field, and the right was upheld. Similarly in *Fitch* v. *Rawling*, 1795, 2 Hy. Bl. 363, a custom for parishioners to play all lawful games and sports at seasonable times in the year on a private close was upheld. The possibility of a public right of recreation (apart, of course, from one created by statute) is explicitly denied in *Bourke* v. *Davies*, 1889, 44 C.D. 110, the case in which public boating on the River Mole between Esher and Cobham was finally forbidden. Incidentally also, in this case the doctrine that the public could not acquire a right of way in the country up to a particular spot and back again was formulated, and fully developed later on in *A.-G.* v. *Antrobus*, 1905, 2 Ch. 188 (the Stonehenge case).

In fact, the landowner's unfettered rights of building over or disfiguring the country have, since the above decisions, caused serious concern both to the Legislature and to local authorities, especially in such places as those along the coast-line of Sussex, where the open downs, which have hitherto attracted visitors, with the attendant prosperity brought by them, are now in some places disfigured by a multitude of buildings which have been described as "bungaloid growths." These and petrol pumps and hoarding advertisements may be regarded as blots on beautiful landscapes, and the vested interests of those entitled to erect them have to be abolished by the costly process of purchase, either by the National Trust or a local authority, or, in some few cases, private benefactors.

The landowner, of course, grievously burdened with rates, taxes, tithes and death duties, can hardly be blamed for using his estate so as to avoid loss, or even to make profit, if he can lawfully do so; and the indulgent one, who throws open his woods and heath lands to the public, is rewarded after every public holiday by wanton damage, heaps of broken glass and litter, and sometimes even deliberate arson—though the careless throwing away of a match may occasion equal damage. Thus the public who are ready to use any right of recreation they may possess reasonably, have as enemies, not only selfish landowners who may desire to keep the amenities of their estates for themselves and their friends, but also trippers who not only do such damage as may be in their power, but give the best excuse to such owners to close their lands to the public. And any possible "*jus spatiendi*" over uncultivated land must now be consistent with the rights of those who preserve game—a problem, however, less acute in England than in Scotland, much beautiful scenery in Ross-shire being inaccessible for this reason.

The problem of planning out the countryside so as to make the best use of it may now be regarded as much a matter for the attention of the Legislature as town planning, and perhaps best pursued on the same lines—the exercise of control over the landowner where necessary, with proper compensation where such control involves loss to him. The preservation of beautiful scenery, with the right of access of the public, is important, but proper cultivation of cultivable ground may be regarded as even more so. Landowners who plant trees on waste grounds help to repair the ravages of the war, and do the public a service, but their children or even their grandchildren must wait to enjoy the money they have sunk. And if good arable land is changed into pasture because farmers cannot afford the labour on crops, the alteration may be regarded as retrograde and should be avoided if possible.

Our law dealing with these multifarious aspects of the problem may now be considered. For the best cultivation of the land, the exceptional circumstances of the war gave rise to the Corn Production Act, 1917, conferring substantial benefits on farmers and landowners, but giving the Board of Agriculture and Fisheries novel powers of interference if cultivation was not properly efficient. The working of the latter provision is illustrated in *Todd* v. *North Riding Agricultural Committee*, 1921, 1 K.B. 281, where the plaintiff was ordered to plough up and sow pasture. The Act was repealed by the Corn Production (Repeal) Acts, 1921, which, however, preserved the power to order the destruction of injurious weeds. At present, the farmer is heavily burdened, and the tendency to turn arable into pasture is manifest. It is thus also manifest that the land in such cases is not put to its best and ultimately most profitable use, but the proper remedy for this state of affairs is one of high controversy.

The need for planting timber has been fully recognised since the war in the Forestry Acts, 1919, 1923 and 1927, the Forestry Commissioners being empowered both to acquire land for planting and to assist private landowners to do so by grant or loan. The public purchase of land for forests was previously authorised by the Development and Road Improvement Funds Act, 1909.

As to public rights, the need for more free recreation grounds has been recognised by Parliament from about the middle of last century onwards, and the Recreation Grounds Act, 1859, and s. 7 of the Commons Act, 1876, clearly indicate the tendency. The latter section empowers inclosure commissioners to insert in an order made by them provision that free

access is to be secured to any particular points of view, that particular trees or objects of historical interest are to be preserved, and that, where a recreation ground is not set out, facilities for playing games may be given. The National Trust Act, 1907 (c. cxxxvi), gives the fullest recognition to the importance of preserving the beauty and historical value of our landscapes.

(To be continued.)

The Organisation of a Solicitor's Office.

(Continued from p. 410.)

[Introduction to Part II.]

[*Through the courtesy of Mr. E. F. Turner, for many years senior partner in the firm of Messrs. E. F. Turner & Sons, solicitors, 115 Leadenhall-street, we have had our attention drawn to a series of articles written by him on this subject, and published in* The Solicitors' Journal *just over 40 years ago.*

We are very grateful to Mr. Turner for calling our attention to these, and we feel that he needs no assurance from us that we were quite unaware of their existence when the current series was arranged.

We feel it is due to Mr. Turner that we should make this acknowledgment.—Ed., *Sol. J.*]

II.

Mortgage Interest and Insurance.

These are matters which are normally dealt with or supervised by the cashier, though it is felt that many cashiers spend a great deal more time than is necessary upon comparatively simple and routine matters of this nature, which could well be delegated to an intelligent junior clerk. It is recommended, therefore, that the latter course should be adopted, subject to the cashier or one of the seniors exercising general supervision.

So far as the demands for mortgage interest are concerned, these should be printed in a standard form, and some firms embody a certificate on a perforated slip recording the deduction of income tax.

It is important to bear in mind, however, that a proper mortgage register should be kept and entered up to date; and the advantage is sometimes overlooked of inserting one of the regular quarter days for the payment of the half-yearly or quarterly interest, so as to enable a large number of notices to be sent out at the same times each year and facilitate adjustments of income tax. In the case of some estates or trusts, it is advantageous to insert the same half-yearly dates in all mortgages and apportion the first half-year's interest accordingly.

Keeping up to date.

This is the acid test of good organisation, and the only safe course to adopt is for each principal or chief clerk concerned to keep before him a detailed list of all his matters and to check this at the end of each week. This is a particularly vital matter, and the solicitor should make a point of insisting upon its being done. Nothing is more tempting near the end of a week than gradually to relax and leave everything over until the following Monday. There is, of course, no objection to this essential check being made during the early part of the week—the important point being that it must be done regularly and systematically. Nothing prejudices the development of a practice more than the reputation of being slow and dilatory, the avoidance of which is largely a matter of organisation.

The use of a good and comprehensive type of writing pad and diary (with adequate spaces and facilities for notes and memoranda) helps considerably with the noting up of current matters, and these should be provided for all clerks who are entrusted with the general control or supervision of matters. This enables the principal and clerk to keep independent checks upon current matters of every kind, and one of the first duties to be entered upon at the beginning of each week should be the dictation of letters to ensure the expedition of matters which are beginning to drag.

Filing of Papers.

There are several different systems of filing papers, some of which, however, are somewhat complicated and require an appreciable amount of room. In some cases all papers are numbered and then filed away after being duly indexed, and in others the less satisfactory method of alphabetical filing is adopted.

It is not so much the system which matters as the method and manner in which it is carried out, but it is desired to emphasise the great advantage of having an intermediate and temporary filing arrangement before the papers are put away on a more or less permanent basis. If papers are finally indexed and filed away immediately a conveyance, mortgage, lease or other such matter has been completed, it is extraordinary how quickly they are wanted again for some subsidiary or incidental matter; and tenancy and similar agreements frequently operate for a very limited time. For the purpose of intermediate filing, an entirely separate space and accommodation should be allocated, and there is no serious objection to an alphabetical system.

The writer has in his room a fairly large case or cupboard with a number of shelves having a narrow depth to facilitate the alphabetical filing of a large number of papers. After a matter has been completed, the papers are temporarily filed in such cupboard, which has sufficient accommodation to take papers covering about a couple of years or so, as probates, etc., are filed away independently on an alphabetical basis. Periodically, this cabinet is examined and the papers taken away and registered in the permanent index prior to their being packed away on a numerical basis—the main thing to bear in mind being a happy medium between a too hurried and a too lethargic filing system.

Tuition of Staff.

The organisation of an office depends for the most part upon the efficiency of the staff, and this in turn is dependent upon the extent to which the individual clerks are effectively coached and tutored. How frequently one comes across so-called conveyancing clerks, who have never systematically read any introductory or student's textbook on the principles of conveyancing, and numerous clerks carry on year after year with common law matters when a knowledge of the principles of contract and tort would make them infinitely more reliable and effective from every point of view.

In the case of a young general clerk who shows that degree of interest and keenness which is so essential to successful organisation, the encouragement of the solicitor concerned that he should read during the winter months students' textbooks on the different branches of law with which he is concerned makes all the difference to the efficiency of the office.

It is surprising how often the fact is overlooked that a young articled clerk can become a most able and effective member of a staff in a comparatively short time, and after three or four years many of them are able to deal single-handed with quite a large number of routine matters. The reason for this arises entirely from their having assimilated the essential principles from reading elementary textbooks, and practitioners might advantageously point out to a young clerk what a great deal he could do in this respect between the ages of eighteen and twenty-four, without its being necessary for him to work unreasonably hard or to expend an undue amount of time or money as regards independent reading.

(To be continued.)

MARRIAGE SETTLEMENTS.

It may interest the profession to know that draft forms of Marriage Settlements, settled by Sir Benjamin Cherry, LL.B., are now on sale. They are published by The Solicitors' Law Stationery Society, Limited, 22, Chancery Lane, W.C.2, and branches.

The Responsibility for Tenement Stairs.

WHETHER rightly or wrongly, the old common law did not burden a lease with a multiplicity of implied terms. Starting with the assumption that no one in his senses would rent premises without a view of them, personally or by proxy, it followed that, if a tenant agreed to take a ruinous house with inconvenient or dangerous access, he must be taken to have done so deliberately, and to have discounted the risks in his rent. Hence, for unfurnished lettings at least, there was no implied covenant that they should be habitable or safe to approach, and the landlord's only burdens were the guarantee of quiet enjoyment, and the way of necessity over his land, if there was no other access.

The ancient doctrine has, of course, been abolished by statute in various cases, and notably in the Acts from time to time in force relating to the working classes. The present provision applicable is s. 1 (1) of the Housing Act, 1925, importing the condition that the house (or flat or tenement) is reasonably fit for human habitation at the commencement of the tenancy, and the obligation on the landlord to keep it so.

His obligations in respect of the common staircases of flats or tenements have been the subject of a number of elaborate judgments ever since *Miller* v. *Hancock*, 1893, 2 Q.B. 177, was decided by ESHER, M.R., and BOWEN and KAY, L.JJ.—a strong Court of Appeal. In effect, it was there held that a landlord contracted with his tenants not only to keep a staircase safe for them, but for persons lawfully approaching their premises, so as to give the latter a right of action if injured by using a defective stair. It must be seldom that the judgment of the Court of Appeal has received such strong and continuous disapproval. In case after case judges bound by it distinguished it, or avoided it because of a supposed finding (by no means warranted by the report) that there was a concealed "trap" in the staircase where the accident happened, until the House of Lords took the opportunity of over-ruling it in *Fairman* v. *Perpetual Investment Building Society*, 1923, A.C. 75. In that case Lord SUMNER, in addition to considering the six reports of *Miller* v. *Hancock*, examined the pleadings in the Record Office, and interviewed BRAY, J., who had appeared as counsel for the defendant. *Miller* v. *Hancock*, therefore, in accordance with English justice, appears to have been condemned after a very fair trial.

The landlord's general liability in respect of tenement stairs to visitors to flats appears from *Fairman* v. *Perpetual Investment Building Society*, *supra*, and to a tenant who has the benefit of the Housing Acts in *Dunster* v. *Hollis*, 1918, 2 K.B. 795. His liability in respect of injury to a child of a tenant is discussed in *Dobson* v. *Horsley*, 1915, 1 K.B. 634, which was decided on the footing, contrary to the fact as stated by BRAY, J., in the *Fairman Case* (see p. 94) that *Miller* v. *Hancock* was a "trap" case. But with *Miller* v. *Hancock* over-ruled, *Dobson* v. *Horsley* accords with the general current of authority.

The effect of the statutory implication in the Housing Acts is considered in *Ryall* v. *Kidwell*, 1914, 3 K.B. 135, in which it was held that the tenant's child, being a stranger to the contract, could not benefit by the implied condition. In *Dunster* v. *Hollis*, *supra*, it was expressly decided that the statutory condition as to habitability does not impose on a lessor any obligation to keep a common staircase in repair.

It is perhaps relevant to mention that local authorities may now make and enforce bye-laws for the keeping in repair and adequate lighting of any common staircase of tenements intended or used for the occupation of the working classes, and for the provision of handrails, where necessary (Housing Act, 1925, s. 6 (1) (*e*) and (*h*)). Even in places where such bye-laws are in force, however, it does not appear that they can affect the liability of the landlord either to his tenants or their families or visitors.

The above decisions, especially *Dobson* v. *Horsley*, may be considered as unfortunate, and against the spirit in which the Legislature set out to protect working-class tenants. The real mischief of dwelling in a habitation out of repair is twofold, namely, that there is liability to illness from exposure, bad drains, leaky roof, etc., or to accident, as in *Ryall* v. *Kidwell*, where the floor gave way. The courts hold that the tenant personally and alone is protected by the Acts, but it certainly would not have been worth while to protect the strongest of the family, and the one using the tenement the least (for in the normal case the father would be away working while his wife and young family were at home). And again, it would hardly be worth while to protect any inmate of a flat when once within it, if he was practically certain to be injured on his exit or entrance. In *Dobson* v. *Horsley*, *supra*, the tenant's little boy, aged three, fell through a gap in the stair-rail, and was very severely injured. It was, however, a gap which an intelligent adult could have seen at once and avoided, and therefore not a "trap" within the decided cases. In his judgment, Lord WRENBURY, in dealing with the argument that a child is deserving of greater protection because of his tender years, observes (p. 641): "I do not agree to that. If this was a dangerous place, as obviously it was, the child ought not to have been there without proper protection."

This argument involves the proposition that the mother or father should escort every child up or down every tenement staircase every time it goes in or out; and it is respectfully submitted that so onerous an obligation cannot practically be observed. The harassed mother of half a dozen young children, living on a fourth or fifth floor, might indeed put the matter even more emphatically, and perhaps with less respect.

The courts are, of course, now bound by the above decisions, and, if the same protection is to be accorded to the wives and children of workmen as to workmen themselves, the matter is one for Parliament to consider.

An American Trial on the English Stage.

AN English lawyer who visits the Queen's Theatre to see "The Trial of MARY DUGAN," alias Mona Tree, for the murder of one RICE, a millionaire, with whom her relationship was that of mistress and protector, may certainly be promised well-sustained interest and plenty of thrills—provided that he does not mind his professional teeth being set on edge in the process. No doubt the management has provided a faithful reproduction of a New York criminal court, and the ingenious idea of keeping the curtain up allows the audience to see the natural process of the court filling before the judge's entrance, and, in the beginning, the charwomen, in the course of their duties, chivying about a solitary attendant who is trying to read the paper. The trial also is to be taken as realistic, subject to the heavy handicap of compressing proceedings which could hardly last less than two or three days into as many hours. To this end speeches and summing-up are reduced to something which, even in America, can hardly reach the irreducible minimum, and attention is focussed, legitimately no doubt for the purpose, on examination and cross-examination, the most dramatic portions of any trial, except the moment of sentence. The author, cleverly assisted by the caste, has skilfully diversified his witnesses. Diversity of character becomes apparent in an English court when witnesses are under examination, and, more especially, cross-examination, but not otherwise, for our courts rigidly exact a drab uniformity of silence and good behaviour from all spectators. Not so, however, if we are to believe the picture, do the courts of New York, and various young ladies of the prisoner's own occupation and standard of virtue, witnesses for the prosecution, after

loud and irrelevant remarks, embrace and have a chat with the prisoner, most accessible in the well of the court, before proceeding to their duties in the chair of evidence. It is true that there is a fearsome iron cage on one side which can be used as a dock, but if that is not used, there is no alternative of a railed dock, and the prisoner sits with her lawyer, who of course, like those prosecuting, performs the functions both of barrister and solicitor. The English barrister is immobile on his serried benches. The American lawyer, with no reminder of forensic dignity in his costume, roams about the court during his examination or cross-examination, and in the latter case is apparently permitted to thrust his face into that of the unfenced and unprotected witness on a crucial question and shout at him or her. When an English lawyer finishes his questions, his usual signal is "thank you," and a polite little bow to the witness as he sits down, with a jerk of his head to let in his opponent. The American lawyer shouts out "that's all," to the witness. The two processes may perhaps be compared with the respective notices in an English and American park—"Visitors are kindly requested to keep off the grass" and "Get out—this means you"—we may prefer our own formula.

In that MARY DUGAN'S first lawyer was the person who had really committed the murder, and, just before he finishes his case, she "swaps horses in mid-stream" and employs her brother, an unknown and untried man (who again vigorously embraces and chats with her while the court politely postpones its business), the case of MARY DUGAN can hardly be regarded as a typical one, even in New York. No doubt, therefore, the strange circumstances account for the lapses in the defence—the failure to cross-examine, for example, on the damaging incident of the threat at a dinner, or to elicit the fact that the witnesses knew of no other violence or threat of violence on the part of the prisoner, who appeared to be normally a timid and quiet young woman. Much of the examination and cross-examination alike appeared to be irrelevant to the issue of murder, and one could hardly imagine an English judge tolerating it, especially the unseemly cross-examination of the prisoner as to her morals, reluctant as he might be to interfere with counsel. The repeated objections to questions and the judge's quick decisions "sustained" or "overruled" is a feature of justice, which, it may be hoped, will not cross the Atlantic. In England it must be largely obviated by the preliminary proceedings before committal, indicating at least the basis of prosecution. Any such incident might here endanger a whole trial, just as a question which revealed a previous conviction might bring it to a speedy end. The interposition of the comic eleventh-hour witness, MARIE DUCRÔT (apparently the only servant of the millionaire and his wife, for neither side called others to testify as to the appearance or otherwise of the wife's lover), gave dramatic intensity, but strained probability. Incidentally she identified the villain, EDWARD WEST, when not under oath, but no one worried to have her sworn for the purpose. If cases are tried in America in this way, one can hardly wonder that they are shuttlecocked from court to court in a series of appeals. There is, however, not a dull moment in the piece and members of the legal profession will find it intensely interesting.

A Conveyancer's Diary.

Title with the Concurrence of Equitable Owners.

It seems to be held in some quarters that a good title to land is offered to a purchaser if the owners of all the equitable interests in the property join in the conveyance by the estate owner to the purchaser, and that in consequence the requirement of a vesting deed (S.L.A., 1925, s. 13) and the payment of the purchase money to at least two S.L.A. trustees or a trust corporation (*ib.*, s. 94) can be avoided. Thus it is suggested that a good title is offered to land which has been settled upon A for life with remainder to B in fee simple (the legal estate therein having by virtue of L.P.A., 1925, 1st Sched., Pt. II, paras. 3, 5 and 6 (*c*) become vested in A as trustee-estate-owner) by a conveyance by A with the concurrence of B; or that the title to land held by C subject to a family charge in favour of D should be accepted by a purchaser in the form of a conveyance by C with D's concurrence; or, again, that title offered in execution, say, of a joint power of appointment created by a disentailing assurance is a good one.

When these suggestions are made it seems that the effect of L.P.A., 1925, s. 42, is overlooked.

Section 42 (1) enacts that a stipulation that a purchaser of a legal estate in land is to accept title made with the concurrence of the owner of an equitable interest is void if a title can be made under the S.L.A., 1925, discharged from the equitable interest without such concurrence. This sub-section obviously enables the purchaser to ignore any stipulation to the effect that the title to settled land is to be made other than in accordance with the S.L.A., 1925 (as amended).

Again, a stipulation that a purchaser of a legal estate in land shall pay or contribute towards the costs of or incidental to the appointment of S.L.A. trustees or the preparation or stamping of a vesting instrument is void. Hence a purchaser is authorised, at the vendor's expense, to insist upon title being made in the cases referred to under the S.L.A.

Further, in view of the overreaching effects (L.P.A., 1925, s. 2 (1); S.L.A., 1925, s. 72) of a conveyance under the S.L.A., 1925, a purchaser would always be well-advised to insist upon title being made in the manner indicated by the S.L.A.

Thus, subject to the exceptions authorised by the L.P. (Amend.) A., 1926, s. 1, a title to settled land, made in any manner other than that contemplated by the S.L.A., cannot be forced upon a purchaser, and ought not in practice to be accepted by any purchaser.

But if the vendor has acquired the interests of all persons in the land so that the land has ceased to be the subject of a settlement, then he may be in a position to make title to the land as absolute owner: *Re Alefounder*, 1927, 1 Ch. 360. If the settlement has come to an end he can call on the trustees to execute a discharge under S.L.A., 1925, s. 17; it is only where a vesting instrument has not been executed that *Re Alefounder* applies.

The main principle is fairly simple: a purchaser is authorised to shut his eyes in regard to all over-reachable equitable interests; if, in a weak moment, he consents to bring them on the title and then finds, for some reason or other, that his title is bad, he has only himself to blame.

Power for the Court to Direct Division of Chattels.

Unlike land (L.P.A., 1925, s. 34) chattels can still be owned in common. Accordingly attention may be drawn to a new and most useful provision contained in L.P.A., 1925, s. 188, which enables an application to be made to the court by persons interested in a moiety or upwards of chattels belonging to persons in undivided shares for an order for division of the chattels or any of them, and authorises the court, on such application, to make such order "and give any consequential directions . . . it thinks fit."

The provision is particularly useful in cases where chattels have been bequeathed to a class of persons and the consent of all members of the class cannot be obtained.

Personal representatives have a wide power of appropriation (exercisable subject to certain conditions) given to them in respect of real or personal property by Ad. of E.A., 1925, s. 41; trustees for sale also have a power to apportion land vested in them upon trust for sale: L.P.A., 1925, s. 28 (3); and trustees are by the T.A., 1925, given a power to sever and apportion blended trust funds or property (s. 15 (*b*)). These powers are exercisable without any application to the court.

Landlord and Tenant Notebook.

Possession against Tenant of Premises within Rent Acts on account of Breach of Covenant.

The right to obtain an order for possession against a tenant of premises within the Rent Acts who has committed a breach of covenant, or if he is a statutory tenant a breach of the statutory obligation imposed upon him by s. 15 (1) of the Rent Act of 1920, may be usefully considered.

It is necessary at the outset to draw a distinction between a contractual tenant and a statutory tenant.

In the case of a contractual tenant who has committed a breach of covenant, the right to recover possession will be governed not only by the ordinary law, but by the provisions of s. 4 " 5 " of the Rent and Mortgage Interest Restrictions Act, 1923.

As under the ordinary law a breach of covenant will not entitle a landlord to possession unless the lease contains a proviso for re-entry in the event of a breach of the covenant in question, and unless the statutory notice under s. 146 of the L.P.A., 1925, has been served, it will be necessary in the first place for the landlord to satisfy the court that he is entitled to forfeit and that the case is one in which no relief against the forfeiture (under the general law) should be given. Furthermore, it should be noticed that, in such a case, the landlord should not have waived the forfeiture, by accepting rent which has accrued due in respect of a period subsequently to the date of the breach, with full knowledge of the existence of the breach.

Where there is a breach of covenant the case will automatically fall within para. (*a*) of s. 4 " 5 " (1) of the Rent and Mortgage Interest Restrictions Act, 1923, which empowers the court to make an order for possession where " any rent lawfully due from the tenant has not been paid or any other obligation of the tenancy (whether under the contract of tenancy or under the Act) so far as the same is consistent with the provisions of the Act has been broken or not performed."

The position of a statutory tenant, however, is entirely different, and by a statutory tenant is of course meant a tenant whose contractual tenancy has been duly terminated either by notice to quit, or merely by a notice of increase of rent, a valid notice of increase of rent having been held to have the effect of a notice to quit by virtue of the provisions of the Rent Restrictions (Notices of Increase) Act, 1923: *Aston* v. *Smith*, 1924, 2 K.B.D. 143.

A statutory tenant will, of course, be under a similar obligation to do or refrain from doing the act which he covenanted to do or refrain from doing in the original lease, by virtue of s. 15 (1) of the Rent and Mortgage Interest Restrictions Act, 1920, which provides that " a tenant who by virtue of the provisions of the Act retains possession . . . shall so long as he retains possession observe and be entitled to the benefit of the terms and conditions of the original contract of tenancy so far as the same are consistent with the provisions of this Act." Where there has been a breach of such a statutory obligation by the statutory tenant, no question of a forfeiture can arise, nor will there be any necessity of any statutory notice under s. 146 of the L.P.A., 1925 (*Brewer* v. *Jacobs*, 1923, 1 K.B. 528), and the position of the landlord and the statutory tenant will have to be determined solely in accordance with s. 4 " 5 " (1) (*a*) of the Rent and Mortgage Interest Restrictions Act, 1923. What is the position, however, where the landlord accepts rent from the statutory tenant in respect of a period subsequent to the breach with full knowledge of the breach? There has been a decision given by His Honour Judge Barnard Lailey, K.C., to the effect that the acceptance of rent in such circumstances does not disentitle the landlord to take advantage of the breach and claim possession (*Harvey* v. *Pollard*, 1928, L.J., C.C.R. 24), but it does not necessarily follow that the same result would ensue in every case of subsequent acceptance of rent. The test, it is submitted, is whether in the circumstances the act of the landlord in accepting the rent has amounted to, not what would have been a waiver in law had the case been one of ordinary forfeiture of a contractual tenancy, but a waiver in fact of the breach or breaches in question.

Our County Court Letter.

TERRITORIAL JURISDICTION IN WRONGFUL DISMISSAL.

The County Court Act, 1888, s. 74, provides that every action may be commenced in the court within the district of which the defendant dwells or carries on business, or (by leave) in the court in the district of which the cause of action wholly or in part arose. The procedure for obtaining leave under this section is regulated by Ord. V, r. 13, but the application of the rule to cases of wrongful dismissal is not specifically dealt with. Reference must therefore be made to cases relating to the jurisdiction of British courts over foreigners, as in this respect county court districts are in a position analogous to that of separate countries with their own courts. A question as to the correct district often arises in cases where notice of dismissal is received by a commercial traveller, as he may live in a different part of the country from the head office of his employers. The fact that the letter is received at the plaintiff's house does not entitle him to sue in the county court of his own district, as the breach of contract occurs at the place where the letter was posted.

In *Holland* v. *Bennett*, 1902, 1 K.B. 867, the plaintiff was the London correspondent for the European edition of the *New York Herald*, and the defendant proprietor of the paper lived in France, and was not a British subject. The defendant wrote from Naples giving the plaintiff a fortnight's notice, and the plaintiff issued a writ for wrongful dismissal and obtained leave to serve notice of the writ upon the defendant at Nice. The defendant obtained an order in chambers setting aside the writ and service, and the Court of Appeal upheld the decision. It was argued for the plaintiff that the breach was really the failure to continue to employ him in England, and that the Post Office authorities were the agents of the defendant to hand the notice of dismissal to the plaintiff. Lord Justice Vaughan Williams held, however, that there was a complete breach of the contract when the letter giving notice of dismissal was posted abroad, and the alleged breach of contract therefore took place out of the jurisdiction.

In *Martin* v. *Stout*, 1925, A.C. 359, the parties made two agreements in London that the appellant should employ the respondent on matters relating to the irrigation of certain areas in Upper Egypt. Both parties afterwards went to Egypt, where the respondent remained, but the appellant on his return to London sent a telegram repudiating the agreements. The respondent then issued a writ in the Consular Court claiming damages for wrongful dismissal and obtained an order for substituted service on the appellant's barrister in Cairo. An application to set aside the writ and service was dismissed by the Consular Court, but granted by the Privy Council. Lord Atkinson stated that under the Ottoman Order, 1910, art. 90, the repudiation would take effect according to the principles of English law. The breach of the agreements therefore took place in London, where the repudiating telegram was handed in, and any liability was incurred in England and not in Egypt. The Board approved the decision in *Cherry* v. *Thompson*, L.R. 7 Q.B. 573, in which the parties, both British subjects, became engaged while in Germany. The plaintiff afterwards received in England a letter from the lady, posted in Germany, breaking off the engagement. It was held that the breach of promise occurred in Germany, and that the receipt of the letter only provided evidence of the breach, and was not in itself a breach of contract.

Practice Notes.

DIVORCE.

A DECREE *nisi* was pronounced on the 25th inst. in the first of a number of undefended divorce cases which had been referred by the President to the King's Proctor for investigation as to collusion. The practice adopted by the petitioner's solicitors had been as follows: Correspondence with the King's Proctor was entered into and the full facts of the case disclosed. In due course a letter was received from the King's Proctor to the effect that the inquiry was concluded, with an intimation that if the petitioner's solicitors restored the case to the list the King's Proctor would appear by counsel and state that the inquiry had elicited no facts which it was the duty of the King's Proctor to bring to the notice of the court. This was done and a decree *nisi* pronounced, leave being given, subject to the usual formalities, for application for the decree to be made absolute on the expiration of six months from the date of the original hearing.

On the same day an application to transfer an undefended case to the Assizes was refused by the President on the ground that it was one of that class of case which had brought the divorce jurisdiction into disrepute. His lordship prefaced his remarks by saying that he supposed that some parties were hopeful that the same consideration would not be paid in a Court of Assize to the directions recently given in the Divorce Court, and he directed the attention of the King's Proctor to the matter.

DUTIES OF PILOTS.

IN the recent case of *Derwen Shipping Company Limited* v. *Gerrard*, in the Liverpool Court of Passage, on 24th May, 1928, the claim was for breach of duty and negligence in failing to pilot the "Greleden" into the Alfred Dock, Birkenhead, with expedition, whereby the plaintiffs suffered damage from loss of time and extra expense. The defence was that the "Greleden" was insufficiently manned, was towed by tugs incompetently handled, and that the defendant, a licensed first-class pilot, had acted prudently in delaying to enter the dock until it was safe to do so. The lock was clear about three minutes after high water, but the defendant deemed it inadvisable to enter on the night tide, in view of the way the "Greleden" was manned, and the fact that the men in the tugs were substituted for the ordinary crews, who had gone on strike. The defendant therefore dismissed the tugs, and decided to anchor until the morning tide, but the plaintiffs alleged that this decision was the result of bad temper, i.e., it was based upon annoyance at finding that the lock was not ready, and not upon the defendant's judgment as a pilot of experience. The learned judge, Sir W. F. KYFFIN TAYLOR, K.C., declined to accept the last-named contention, and he also declined to hold that the "Greleden" and the tugs were insufficiently manned or handled. Incidents had occurred, however, which were grounds for the defendant's decision not to attempt to enter the lock after high water, or at night, with the particular crew and tugs which were at his disposal. The plaintiffs' case therefore failed, but on the question of costs the learned judge pointed out that the defendant had appeared before a committee, by whom he had been cautioned for an exhibition of temper and indiscreet conduct. The present proceedings had arisen out of such conduct, and judgment was therefore given for the defendant, but without costs.

The attention of the Legal Profession is called to the fact that THE PHŒNIX ASSURANCE COMPANY LTD., Phœnix House, King William Street, London, E.C.4 (transacting ALL CLASSES OF INSURANCE BUSINESS), invites proposals for Fidelity Guarantee and Court Bonds, Loans on Reversions and Life Interests. Branch Offices at Byron House, 7, St. James's Street, S.W.1; 187, Fleet Street, E.C.4; 20-22 Lincoln's Inn Fields, W.C.2; and throughout the country.

Obituary.

MR. W. H. NORTON.

Mr. William Henry Norton, solicitor, senior partner in the firm of Messrs. Norton, Spencer, Youatt & Smith, of 30, Brown-street, Manchester, died at his residence, "Rookwood," Altrincham, on the 15th inst., after only a short illness. Born on the 24th November, 1857, and educated privately, he was admitted in 1882, and soon became an active member of the Manchester Law Society, of which, in 1887, he was elected joint vice-president (with Mr. C. J. Crosse). In 1903 he became sole vice-president, and for thirty-five years acted on the committee of that society. Elected president in 1904, three years later he was made its representative on the committee of The Law Society, and was, from 1909 to the date of his death, a member of the advisory committee on legal education (Manchester University). In 1924 he was elected president of The Law Society, and in which capacity he presided over the provincial meeting held at Manchester in that year.

Mr. Norton was a life member of the Solicitors' Benevolent Association, and for many years legal adviser to the Stretford Urban District Council. Apart from his purely legal activities and associations, his great business knowledge found an outlet in other fields. He was a director of the United Theatres Limited, Manchester, the Sheffield Lyceum Theatre Limited, and the Empress Brewery Company Limited. For many years a resident at Old Trafford, he was prominently identified with the building of St. Hilda's Church, and an ardent supporter of the Lancashire County Cricket Club. Another organisation to which he freely gave his services was the Ex-service Men's Grants Committee, whilst he was an old member of the Concord Lodge of Freemasons, of the Clarendon Club, of the Constitutional Club, London, and until recently of the Constitutional Club, Manchester. A man of a benevolent and kindly disposition, his death is a great loss to social as well as legal circles in Manchester.

In a letter of sympathy from the Private Secretary to the Lord Chancellor to Mrs. Norton, Sir Claud Schuster says: "Mr. Norton was a very good friend to this office. I was often associated with him in business, and have much reason to be grateful to him for his assistance and counsel. I feel that he is a great loss to the profession, and particularly to Manchester. The Lord Chancellor joins with me in regretting his death and expressing the great sympathy which we all feel for you." H.

Correspondence.

Land Subject to Jointure—Death of Owner Intestate—Administrator's Powers—Title.

Sir,—Referring to "Every-day Points in Practice," p. 114, Case 6, where in the answer the word "on" seems to have been interpolated by error, we should be glad to have the authority for the proposition that "As personal representatives can then deal with the property according to the amending Act."

The amending Act only gives power to the person specified in s. 20 (1) (ix) to convey a legal estate, i.e., a person "beneficially entitled" and personal representatives are certainly not persons beneficially entitled.

Also, how could the administrator swear that there was no settled land? "SUBSCRIBER."

Sir,—This correspondent is thanked for his letter, and for calling attention to the redundant word "on." A note has been made to delete it in the event, not improbable having regard to sales, of a second edition. In respect of the major criticism, it was assumed in the answer, from the form of the question, that the testator was not a member of the "well-known family," but that he or his predecessor in title had bought

subject to the jointure. This being so, the personal representatives would be the estate owners for the time being within the L.P. (Amend.) A., 1926, s. 1 (2) (*b*), and take their power to deal with the property under that sub-section. The land would, of course, be included in the grant, and, strictly speaking, it should be so included as settled land.—A.J.F.

The Acquisition of Land (Assessment of Compensation) Act, 1919.

Sir,—The following comment on your interesting article on the above subject on p. 411 of your issue of the 23rd inst. may be of interest. You quote some words of the Lord Chief Justice in the case of *Northwood* v. *London County Council*, 1926, 2 K.B. 411, referring to the provision in the Housing Act, 1925, that in certain cases the compensation to be paid is to be the value of the land as a site cleared for buildings. Your quotation is as follows: "The fact of the existence of a licence, perfectly useless . . . apart from the buildings which are not the subject of compensation and which are to be treated as having been cleared away, cannot affect the selling value." A quotation which you follow by the remark that the decision is doubtless sound in law. If the decision rested, which, no doubt, to a large extent it did, upon the view expressed in the words of the Lord Chief Justice just quoted, then the decision is not sound in law, for the view so expressed is an entire misconception. It is not the case that a licence is of no value apart from the buildings to which it is attached. Thus, if a licensed house is burnt down to the ground, the licence is not thereby lost, but will attach to a new building erected on the site. Similarly the licence of a house which has been or is about to be pulled down for public purposes may be removed to other premises under the procedure known as "a special removal." The value of the licence, therefore, by no means depends upon the existence of buildings, and has a full selling value apart from them.

As regards your reference to the fact that the Government apparently intend to introduce amending legislation in regard to this extraordinary provision in the Housing Acts, the Minister of Health has, in fact, announced his determinatiou so to do. But this determination not having been carried out, a Bill to effect this object was introduced by a private member in the last Session, and again in the present Session, but it has, unfortunately, received no support from the Government, and has made little progress.

London, E.C.2. GODDEN, HOLME & WARD.
25th June.

Sir,—I quite agree with our learned correspondents as to a licence having a value apart from the particular *buildings* to which it is for the time being attached. But that was not the point before the court in the case referred to. The question was, admitting that no compensation could be claimed under the Housing Acts in respect of the buildings comprised in the Improvement Scheme made thereunder, what factors may be taken into consideration in estimating the value of the "cleared site" of such buildings, and, in particular, the value of the site of certain licensed premises. After carefully considering relevant provisions of the Licensing (Consolidation) Act, 1910, and other enactments, the Lord Chief Justice arrived at the conclusion that "the statute by limiting compensation to the selling value of the cleared site, excludes compensation for anything else" . . . "The licence in this case cannot be said to be in any way attached to or to form part of the land."—YOUR CONTRIBUTOR.

Appointment of Receiver by Debenture-holders.

Sir,—On p. 424 of your issue of the 23rd June there appears an article dealing with the position of landlord on appointment of receiver by debenture-holders.

In the last paragraph but one it is stated, quoting Stirling, J., that a creditor who has issued execution . . . before the appointment of a receiver will be allowed to proceed to sale unless there is established the existence of special reasons rendering it inequitable that he should be permitted to do so.

This statement appears to me to be misleading, as it seems clear, on the decided cases, that immediately a receiver for the debenture-holders is appointed, the sheriff or bailiff must withdraw and cannot proceed to sell the goods seized.

Cannon Street, E.C.4. I. H. LEVY.
26th June.

Sir,—I am obliged to your correspondent for pointing out the misstatement of law in the Landlord and Tenant Notebook, with reference to the effect of the appointment of a receiver, where execution has been levied at the instance of an *execution creditor*, but not completed at the date of the appointment. The authorities bear out the above contention of your correspondent. At the same time I would like to draw attention to two cases, viz.: *Robinson* v. *Burnell's Vienna Bakery Co. Ltd.*, 1904, 2 K.B. 624, and *Heaton & Dugard Ltd.* v. *Cutting Bros. Ltd.*, 1925, 1 K.B. 655.

In the former case execution had been levied by the execution creditor, and in order to avoid a sale and to enable the company to carry on business, the company, with the assent of the execution creditor, paid the sheriff a certain sum out of their daily takings. Subsequently a receiver was appointed in a debenture-holder's action, but it was held that the execution creditor was entitled to the moneys which had been paid over to the sheriff, but not yet handed by him to the execution creditor, in priority to the receiver. The same principle was applied in *Heaton & Dugard Ltd.* v. *Cutting Bros. Ltd.* where, in order to avoid a sale, the company's managing director paid the judgment debt and costs. The sheriff in the latter case withdrew, but had not paid over the amount of the debt and costs to the execution creditors, when a receiver was appointed. It was held, however, that the execution creditors were entitled to the moneys in priority to the receiver for the debenture-holders.—YOUR CONTRIBUTOR.

"Leaving Lawful Issue."

Sir,—With reference to "Everyday Points in Practice," I would like to call your attention to the second case on p. 505, with the heading "leaving lawful issue." The opinion there would appear to conflict with the decision in *Treharne* v. *Layton*, 1875, reported in the L.R., 10 Q.B. 459, where the court held that the words "leaving no issue" meant "having had no issue." This case was followed in 1904 in the Court of Appeal in the case of *Wing* v. *Bradbury*, 73 L.J., Ch. 591, apparently not reported in the law reports.

Doubtless you would like to refer to these cases as bearing upon the opinion.

Liverpool. J. M. MCMASTER.
26th June.

Sir,—The two authorities cited dealt with the claims of persons entitled in default of issue, and it was laid down in *Wing* v. *Bradbury* that a clear gift to issue was not to be defeated by a gift over if the named person should die without issue. In the problem raised in "Everyday Points," there is no question of defeating the gift, but only of construing it, and the primary gift is to "such issue," which, in the answer, is taken to limit the class. This appears to be a reasonable construction of the will in question, and would have included any children of X. It is perhaps arguable that *Wing* v. *Bradbury* would apply, but the opinion must be confirmed that a judge would decide the point against X's personal representatives. Our correspondent is also referred to *Re Merceron's Trusts*, 1876, 4 C.D. 182, a clear authority supporting the answer in the text.—A.J.F.

POINTS IN PRACTICE.

Questions from Registered Annual Subscribers only are answered gratis. All questions should be typewritten (in duplicate), addressed to—The Assistant Editor, 29, Breams Buildings, E.C.4, and should contain the name and address of the subscriber. In matters of urgency, answers will be forwarded by post if a stamped addressed envelope is enclosed. No responsibility is accepted for the accuracy or otherwise of the replies given.

Registration of Title in Compulsory Area—LEASE.

Q. 1306. A, who died in 1928, was the lessee of land in the London registration area under a lease for ninety-nine years, granted to A personally in 1865. There are about thirty-six years unexpired. The lease is not registered. (1) Must A's executor, or (2) the purchaser from A's executor, register the lease in order to obtain a marketable title? The articles in 72 SOL. J. 96 and 181 do not make the point clear.

A. The articles referred to deal with leases of registered land in non-compulsory areas. The lease in this case is of land in a compulsory area, but it has only thirty-six years still to run. If there has been no "sale" of the term since the area became a compulsory registration area, then there is no need for registration of the title of the A's executor, or of the purchaser from him: see L.R.A., 1925, s. 123 (1). If there has been a "sale" of the term since the area became a compulsory registration area and while there was not less than forty years to run then the "purchaser" in that case did not obtain the legal estate (see L.T.A., 1897, s. 20). In such a case the purchaser from A's executor ought to register his title. He will thereby obtain the legal estate: see L.R.A., 1925, s. 69 (2).

Charity—LEASE AT A RACK RENT FOR PURPOSES OF—VALIDITY AND ENROLMENT.

Q. 1307. Referring to *Q.* 1212 of "Points in Practice" in your issue of 7th April, 1928, I have been acting for the superior of a convent of nuns, similar in description to those mentioned in the question, who has recently taken a lease of a country house in her own name for the term of twenty years at the yearly rent of £200. The house is to be used as a rest-house for the nuns in the same way as the one mentioned in the above question. In view of your answer to paras. (*c*) and (*d*) of the question, is it your opinion that this lease should be enrolled with the Charity Commissioners under s. 29 of the S.L.A., 1925, as in the Mortmain Act, 1888, the word "assurance" is defined to include "lease"? Please let me have your opinion on the matter.

A. Assuming the lease is at a rack-rent, the question whether it may validly be accepted by or on behalf of a charity having regard to s. 4 of the Mortmain and Charitable Uses Act, 1888, may still be considered an open one, see, for example, "Halsbury's Laws," vol. 4, p. 129, note (i), and "Tudor on Charities," 4th ed., p. 442. Assuming its validity, however, the opinion here given is that it should be recorded pursuant to the S.L.A., 1925, s. 29 (4).

[In the answer to *Q.* 1212, point (*b*), l. 1, "incorporated" should, of course, be "unincorporated."]

Deed of Arrangement—REGISTRATION UNDER L.C.A., 1925.

Q. 1308. In 1927 A.B. executed a deed of assignment of his property for the benefit of his creditors. Included in the deed was a small dwelling-house which the trustee sold to C.D. The deed of assignment was duly registered with the Board of Trade within the seven days, and was also registered at the West Riding Registry of Deeds, and the conveyance to C.D. recites these two facts. No registration was effected at the land registry as provided by ss. 8 and 9 of the L.C.A., the solicitor concerned apparently assuming that the registration at the deeds registry at Wakefield was sufficient. Quite recently the deed has been registered at the land registry. In these circumstances what is the position of C.D.? Assuming that the debtor has not dealt with the property since the date of the deed and its registration at the land registry, it is presumed that C.D.'s title is now unimpeachable as non-registration would appear to make the deed void only against a subsequent purchaser for value, and as there has been no such conveyance C.D. will be able to give a good title to a purchaser. Is this so?

A. The expression "void as against a purchaser" in s. 9 of Pt. IV of L.C.A., 1925, means, void as against a purchaser from the debtor (with or without notice of the deed: L.P.A., 1925, s. 199 (1)), and does not, therefore, avoid the conveyance by the trustee to C.D. If there was no conveyance to any purchaser by A.B. prior to registration under L.C.A., 1925, C.D.'s title is now unimpeachable.

Equitable Mortgage—REGISTRATION.

Q. 1309. A land development company in 1923 deposited its title deeds with its bankers to secure advances, and executed the bank form of charge containing undertaking to execute a legal mortgage. The charge was registered at Companies Registration Office, pursuant to s. 93 of the Companies (Consolidation) Act, 1908. Having regard to s. 10 (5) and 20 (7) of the L.C.A., 1925, and s. 43 of the L.P.A., 1925, is a purchaser from the company entitled to require the concurrence of the bank in the conveyance notwithstanding a stipulation to the contrary in the contract?

A. An equitable charge secured by a deposit of documents not only does not require, but also is not susceptible of, registration as a land charge, L.C.A., 1925, s. 10 (1), Class C (iii). The rights of an equitable mortgagee of this nature cannot be overreached on a sale of the legal estate concerned: L.P.A., 1925, s. 13, *ibid.*, s. 2 (2) and (3) (i), S.L.A., 1925, s. 21 (1) and (2) (i). The concurrence of the bank or, alternatively, the release by the bank prior to conveyance must be insisted upon.

Assent—PROTECTION OF PURCHASER—A. OF E. ACT, 1925, s. 36.

Q. 1310. Would a recital in terms of A. of E. Act, 1925, s. 36 (6), divest a devisee of a legal estate, even if there was an apparent assent by conduct, on a sale by personal representatives twelve years after the death of a testator whose will settled the property sold?

A. Section 36 of A. of E. Act, 1925, only applies to assents made after 1925: sub-s. 12. After 1925 assents by conduct are ineffectual to pass a legal estate: sub-s. 4. The protection afforded by s. 36 (6) does not therefore extend to assents by conduct.

Undivided Shares—VESTING.

Q. 1311. A, the owner of a freehold farm by deed conveyed four undivided one-fifth parts to B, C, D and E, as tenants in common in equal shares. A subsequently, by another deed, conveyed the remaining one-fifth to B, C, D and E as joint tenants. Both deeds executed prior to 1926. Did the entirety of the land on 1st January, 1926, vest in B, C, D and E as joint tenants upon the statutory trusts by virtue of Pt. IV of Sched. I, s. 1 (2) of the L.P.A., 1925, and ss. 35 and 36 of same Act? Or did the entirety of the land vest in the Public Trustee upon the statutory trusts under Pt. IV of Sched. I, s. 1 (4), of the said Act?

A. On the 1st January, 1926, the farm was held in common by B, C, D and E as to one-fifth each, and by B, C, D and E together (entitled *inter se* as joint tenants) as to the

remaining one-fifth. We express the opinion that, as it is possible for L.P.A., 1925, Sched. I, Pt. IV, para. 1 (2), to apply, it does so apply in lieu of para. 1 (4) (*re Dawson*, 1928, W.N. 47).

Undivided Shares—Sale by Surviving Trustee who during the Currency of his Trust has become beneficially entitled to the Entirety.

Q. 1312. Property in Yorkshire was conveyed in 1922 to A and B as tenants in common. A died this year, having by his will appointed B and C executors and given his interest in the property to B. The will has been proved by B and C and registered at the Local Deeds Registry, A being possessed of other property. No sale of the property is likely to take place, but it is desired to put the title in order now to prevent complications in the future. Will it be necessary for B to appoint C as additional trustee, and for B and C to convey the property to B, or assent to the property vesting in B, and can this be done by one deed? References to precedents will oblige.

A. On the 1st January, 1926, the property became vested in A and B as joint tenants upon the statutory trusts, the trusts for the proceeds of sale being for themselves in equal shares as tenants in common. Upon the death of A the legal estate became vested in B alone, and C, as one of A's executors, has no concern therewith. It is not considered necessary to take any action to put the title in order. If B alone cannot sell by virtue of L.P. (Amend.) A., 1926, Minor Amendment to L.P.A., 1925, s. 36 (and it is considered that he can), he can certainly elect to take in specie and then convey.

Will—Construction—Gift Over after Absolute Gift—Power of Sale—Personal Representative to give Receipt for Purchase Money.

Q. 1313. (1) What is the effect of the following gift: "I give and bequeath unto my wife D all my estate and effects real and personal of which I may die possessed; after her decease should anything be left to be equally divided amongst my surviving family"?

(2) Can a sole (proving) personal representative still give a valid receipt for the proceeds of sale of leaseholds?

A. (1) The opinion is expressed that from the particulars of the will supplied there appears to be nothing to cut down the absolute gift to D to a life interest, and accordingly the gift over fails (vide "Tudor's Leading Cases on Real Property, etc.," 4th ed., pp. 518-9, and the numerous cases there cited). It is therefore not necessary to consider the meaning of the phrase "surviving family."

(2) The sole (proving) executor can alone sell (L.P.A., 1925, s. 27 (2)) and give a valid receipt.

Search—Against Mortgagee.

Q. 1314. A mortgages Blackacre to B, the deeds being held by B. B transfers mortgage to C. C then transfers mortgage to D. Should C in transferring to D make any searches in the Land Registry, and if so, against whom?

A. A mortgagee taking a term is an "estate owner" within the L.C.A., 1925, see s. 20 (4) and the L.P.A., 1925, s. 205 (1) (v). Consequently land charges may be registered against him. It does not seem likely that he would create any, but it is conceivable that he might sub-mortgage more than once, or contract to sell and have an estate contract registered against him, or perhaps, with the mortgagor, submit to restrictive covenants. Therefore D cannot be advised that omission to search is safe (of course C has no need to search on assignment of his term, though he should have done so on the transfer to him.)

Search—Against Puisne Mortgagee.

Q. 1315. A creates a second mortgage on Blackacre in favour of B. B transfers the mortgage to C. Should B in making a transfer to C make any, and if so what searches?

A. A puisne mortgagee, if taking a term, is an estate owner as above, and the above answer applies accordingly.

NOTES OF CASES.

Privy Council.

Eshugbayi Eleko *v.* **Officer Administering the Government of Nigeria.** 19th June.

Habeas Corpus—Successive Applications—Application to One Judge after Refusal by Another.

The question raised in this case was described by the Lord Chancellor as one of grave constitutional importance to his Majesty's subjects in this country, as well as in the overseas dominions. The short point was whether one judge could hear an application for a writ though another judge had refused a similar application. The appeal was from a judgment of the Supreme Court of Nigeria, affirming a judgment of Mr. Justice Tew, refusing to grant a writ of habeas corpus to a native chief against whom the acting governor had made an order of deportation. A similar application had already been made and refused by the acting chief justice.

The Lord Chancellor, delivering their lordships' judgment, said it was true that there was no reported case before the year 1873 of applications being made to successive judges of the same court, but it must be remembered that the common law courts usually sat *in banco* so that an application was in effect an application to all the judges sitting together. There was, however, a precedent for application being made to a judge of the Court of Exchequer sitting in Chambers, and a subsequent application being made to the Court of Exchequer, in the case of *Ex parte Partington*, 13 M. & W. 679. If it be conceded that any judge had jurisdiction to order the writ to issue, then each judge was a tribunal to which application could be made within the meaning of the rule and every judge must hear the application on the merits. It followed that, although by the Judicature Acts the courts had been combined in one High Court of Justice, each judge had jurisdiction to entertain an application, and was bound to determine it on its merits, although some other judge had already refused a similar application. The judge, therefore, was wrong in refusing to hear the application in the present case on the merits and the appeal must be allowed, but their lordships must not be taken as offering any opinion on the merits of the application which would be investigated and determined by the judge who heard the application on the evidence which might be placed before him. Their lordships (the Lord Chancellor, Lord Buckmaster and Lord Warrington) would humbly advise His Majesty accordingly.

Counsel: *Montgomery*, K.C., and *Horace Douglas; the Hon. Stafford Cripps*, K.C., *J. C. Howard* and *S. E. Pocock*.

Solicitors: *E. F. Hunt; Burchells.*

[Reported by S. E. Williams, Esq., Barrister-at-Law.]

Court of Appeal.

No. 1.

Manchester Corporation *v.* **Audenshaw Urban District Council and Denton Urban District Council.**

Lord Hanworth, M.R., Lawrence and Russell, L.JJ.

No. 1. 9th, 11th, 12th June.

Highway—Repairs—Statutory Liability—Increase of Traffic—Repair or Reconstruction—Standard of Maintenance—Manchester Corporation Waterworks and Improvement Act, 1875 (38 & 39 Vict., c. clxi), s. 14.

The plaintiffs were empowered by statute to make a road in accordance with the provisions of the above Act, and to the reasonable satisfaction of the defendants' predecessors. The road was completed in 1878, in accordance with the Act, and to the satisfaction of the defendants' predecessors, but the traffic and cost of maintenance had of late years greatly increased, with a result that the road fell into grave disrepair.

The plaintiffs contended that they were only liable to repair the road according to the standard of 1878; the defendants contended that the plaintiffs were liable to make and maintain a road equal to modern traffic. The plaintiffs therefore brought an action to determine their liability. Eve, J., held, on the authority of *Sharpness New Docks and Gloucester and Birmingham Navigation Company* v. *Attorney-General*, 59 Sol. J. 381, 1915, A.C. 654, that the plaintiffs were only liable to repair according to the 1878 standard, but that the road so repaired would not last, and that it would be wasteful to require them to do it, and no court would make such an order. There must, therefore, be an enquiry as to the proper contribution to be paid by the plaintiffs towards the cost of reconditioning the road so as to take modern traffic. The defendant appealed.

Their Lordships varied the order of Eve, J. They held that he had correctly defined the liability of the plaintiffs, but that there was no jurisdiction to order the enquiry, or to make the plaintiffs pay any contribution to the work as done by somebody else. There must simply be an order that the plaintiffs were liable according to the liability imposed upon them in 1878.

Counsel: *Scholefield*, K.C., and *H. A. Hill*, for the appellants; *Sir Herbert Cunliffe*, K.C., and *John Bennett*, for the respondents.

Solicitors: *Stibbard, Gibson & Co.*, for *Rupert Wood*, Ashton-under-Lyne, and *William Richards*, Denton; *Sharpe, Pritchard & Co.*, for *P. M. Heath*, Manchester.

[Reported by G. T. Whitfield-Hayes, Esq., Barrister-at-Law.]

High Court—Chancery Division.

In re South Rhondda Colliery Company (1898) Limited.

Romer, J. 30th April.

Company Winding-up—Landlord—Distress following Voluntary Winding-up—Debentures—Receiver—Preferential Payments—Companies (Consolidation) Act, 1908, 8 Edw. 7, c. 69, s. 209.

Motion.

Application by originating motion that a lessor might be restrained from further proceeding with a distress levied by him on the goods of the company and from levying any other distress on the goods of the company. The facts were as follows: On 2nd February, 1928, an extraordinary resolution was passed for the voluntary winding-up of this company. At that date there was in existence a lease to the company of certain mines and minerals for sixty years from 1920 which contained a clause under which it was provided that, if and whenever any of the rents and royalties thereby reserved should be in arrear for twenty days the lessor might seize, distrain and sell, as landlords may do for rent in arrear, the company's plant and chattels. In April, 1928, the lessor, in exercise of this power, levied distress on the company's colliery plant. A series of debentures had been issued by the company which constituted an outstanding floating charge on all its assets in respect of which there was owing such a large sum that having regard to the financial position of the company and the amount of its preferential debts, the debenture-holders had not thought it desirable to appoint or apply for the appointment of a receiver. The liquidator had estimated that the amount of the preferential debts (which included large claims under the Workmen's Compensation Acts) would more than exhaust any possible proceeds of sale of the company's assets, and he claimed that the lessor ought to be restrained from proceeding with his distress so as to enable these preferential claims to be met, if possible, in full. For the liquidator the case of *In re Oak Pits Colliery Co.*, 1882, 21 Ch. D. 322, and *Palmers Company Products*, Part II, p. 461, were relied on; and for the lessor *In re New City Constitutional Club Co.*, 1886, 34 Ch. D. 646, and *In re Harpur's Cycle Fittings Co.*, 1900, 2 Ch. 731, were referred to.

Romer, J., after stating the facts, said: The principles applicable to the case of a landlord are stated by Lindley, J., in *In re Oak Pits Colliery Co.*, 1882, 21 Ch. D. 322. I cannot in the present case apply the principle in support of which counsel for the lessor has cited authority, viz., that where a company has issued debentures to secure a larger amount than that which the assets would realise, the assets were "practically" the property of the debenture-holders, and accordingly the court would not make an order restraining the landlord from proceeding with his distress. In the circumstances of the present case, having regard to the existence of the preferential claims and the provisions of s. 209, sub-s. (2) (*b*), of the Companies (Consolidation) Act, 1908, I think that the liquidator is entitled to the injunction, and I order accordingly.

Counsel: *Spens*, K.C., and *Evershed*; *W. Gordon Brown*.

Solicitors: *Field, Roscoe & Co.*, for *Pinsent & Co.*, Birmingham; *Middleton, Lewis & Clarke*, for *Morgan, Bruce and Nicholas*, Pontypridd.

[Reported by L. M. May, Esq., Barrister-at-Law.]

High Court—King's Bench Division

Clan Line Steamers, Limited *v.* Board of Trade.

Wright, J. 14th May.

Shipping—Requisitioned Ship—Collision—Warlike Operation.

Special case stated in the form of an award by an arbitrator.

The steamship "Clan Matheson," owned by the plaintiffs and requisitioned by the British Government during the war under the T.99 Charter, collided on the night of the 22nd–23rd May, 1918, with the American steamship "Western Front," both in the same convoy, when on a voyage from New York to France, and was sunk. The cause of the collision was an unexplained defect in the steering gear of the "Clan Matheson." At the time of the collision the "Western Front" was carrying exclusively war stores, the "Clan Matheson" was carrying some steel billets to be made into shells, but 84 per cent. of her total cargo consisted of cereals intended for the civil population. The plaintiffs' claim against the Crown for the then agreed value of the vessel, £265,000, was upheld by the arbitrator on the ground that the loss was the result of a war-like operation. He found, as a fact, that the "Clan Matheson" was not guilty of negligence.

Wright, J., read a reserved judgment, in which he said that the words "war-like operation" were not capable of precise definition. It was always a question of fact and of degree, and he held that the "Clan Matheson" was not engaged in a war-like operation. The collision was solely due to the "Clan Matheson" sheering out of her course, and was in no sense due to a war-like operation. Decision of the arbitrator reversed and judgment for the Crown.

Counsel: *Raeburn*, K.C., and *Russell Davies*, for the Crown; *Langton*, K.C., *A. T. James*, K.C., and *J. MacMillan*, for the Shipowners.

Solicitors: *Solicitor for the Board of Trade*; *Ince, Colt, Ince & Roscoe*.

[Reported by Charles Clayton, Esq., Barrister-at-Law.]

Benyon (H.M. Inspector of Taxes) *v.* Thorpe.

Rowlatt, J. 13th June.

Revenue—Income Tax—Gifts of Money—Not Assessable to Income Tax in Hands of Donee—Income Tax Act, 1918, 8 & 9 Geo. 5, c. 40, Sched. E.

Appeal by way of case stated from a decision of the Commissioners for the special purposes of the Income-tax Acts.

The respondent, late managing director of Messrs. Mann, Crossman and Paulin, appealed to the Commissioners in respect of assessments made on him under Sched. E of the

Income Tax Acts on certain sums for the years ended the 5th April, 1923 to 1926. In August, 1925, a resolution was passed by the directors of Messrs. Mann, Crossman and Paulin, rescinding a resolution passed in January, 1923, by which the respondent was granted a pension of £5,000 a year, free of income-tax, and it was resolved instead to give the respondent the sum of £5,000 as a personal gift, and not because he was a director. The Commissioners held that the payments to the respondent were of a personal nature only, and that he was not assessable on them under the Income Tax Acts. The Crown appealed.

ROWLATT, J., in dismissing the appeal, said that the question was whether the payments were a "profit or gain arising from an employment." In his opinion the payments were nothing more than gifts, and stood on the same footing as gifts to any other person whom the donor thought ought to be provided with funds. He referred to *Cowan* v. *Seymour*, 64 SOL. J., 259; 7 Tax Cas., 372; and *Duncan's Executors* v. *Farmer*, 5 Tax Cas., 417.

COUNSEL: *The Attorney-General* (*Sir Thomas Inskip*, K.C.), and *R. P. Hills*, for the Crown; *Raymond Needham*, K.C., and *J. S. Scrimgeour*, for the respondent.

SOLICITORS: *The Solicitor of Inland Revenue*; *Crossman, Block, Matthews and Crossman.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Societies.

The Law Society.

GENERAL MEETING.

The following circular letter has been issued to members:—

I am instructed by the Council to inform you that the Annual General Meeting of the Members of this Society will be held at the Society's Hall (Chancery Lane entrance), on Friday, the 6th July, 1928, at 2 p.m.

The following are the provisions of Bye-law 15 as to the business to be transacted at an Annual General Meeting, namely:—

"The business of an Annual General Meeting shall be the election of President, Vice-President, and Members of Council, as directed by the Charter, and also the election of Auditors; the reception of the Accounts submitted by the Auditors for approval, the reception of the Annual Report of the Council, and the disposal of business introduced by the Council, and of any other matter which may consistently with the Charter and Bye-laws be introduced at such meeting."

On the other side will be found the names of the Candidates nominated to fill the twelve vacancies in the Council, and in the offices of President, Vice-President, and Auditors, with the names and addresses of their Nominators.

Mr. Robert Mills Welsford, M.A., LL.B., has been proposed as President, Mr. Walter Henry Foster, LL.M., as Vice-President for the ensuing year, whilst the following have been nominated for election as Members of the Council at the Annual General Meeting, viz.:—

Mr. George Dudley Cloclough (London), Mr. Alfred Henry Coley, LL.D. (Birmingham), Sir Cecil Allen Coward, LL.D. (London), Sir Robert William Dibdin (London), Mr. William Alan Gillett (London), Sir John Roger Burrow Gregory (London), Mr. Randle Fynes Wilson Holme (London), Mr. Charles Mackintosh, LL.D. (London), The Rt. Hon. Sir Donald Maclean, K.B.E., P.C., LL.D. (London), Mr. William Egerton Mortimer (London), Mr. William Radcliffe Philpot (Guildford and London), Mr. Harold Nevil Smart, C.M.G., O.B.E. (London), Colonel William Mackenzie Smith, D.S.O., T.D. (Sheffield), Mr. Walter Mantell Woodhouse (London).

The following have been proposed as Auditors of the Society:—

Mr. John Stephens Chappelow, F.C.A., Mr. James Curzon Mander and Mr. George Grinling Harris.

The following is an extract from the annual report of the Council, which will be presented to the general meeting of members:—

Resolutions congratulating Sir Cecil A. Coward and Sir Reginald Poole on receiving the honour of Knighthood on the occasion of the King's Birthday, were recorded.

MEETINGS OF THE COUNCIL AND COMMITTEES.

During the year ending 31st May, 1928, the Council have held thirty-two meetings, and the following committee meetings have been held, viz.:—

	No. of Meetings.
Professional purposes	34
Examination	17
Scale	20
Land transfer	9
Finance (including *Gazette* and Library)	47
House	1
Parliamentary	7
Legal Education (including sub and special)	18
Legal procedure	4
Poor persons	52
Various	20

MEMBERSHIP OF THE SOCIETY.

The Society has now 10,178 members, of whom 4,174 practise in town and 6,004 in the country. The number of members who joined the Society during the past year is 433, as compared with 349 in the previous year. After allowing for deaths, resignations and exclusions, the number of members shows an increase for the year of 125. A tendency of the younger practitioners to join the Society soon after admission is still apparent, and is welcomed by the Council. The present membership is once again the highest in the Society's history.

FINANCES OF THE SOCIETY.

The accounts of the Society for the year ending 31st December, 1927, in each section show a balance of income over expenditure.

PRITT FUND FOR LIVERPOOL SOLICITORS.

On the nomination of the Liverpool committee of management, the Council have appointed the following committee of Liverpool solicitors to manage the affairs of the fund for the year 1928:—

Sir Charles Morton, Messrs. W. H. T. Brown, A. E. Chevalier, L. S. Holmes, J. G. Kenion, H. Todd, and J. L. Williams.

Four applications for relief were received during the year 1927. Three of the applicants were awarded annual grants, whilst the remaining applicant was considered ineligible. The whole of the annual grants were reviewed and the grants renewed in seventeen cases (representing twenty-one annuitants). The total amount expended in grants during the year was £1,358 10s.

SOLICITORS' WAR MEMORIAL FUND.

During the past year the Trustees have made grants out of the above fund for providing financial assistance to solicitors and their dependants who have suffered by the War, amounting to £2,142 10s. (making, with previous grants, a total of £35,305 5s. 5d.).

FUTURE PROVINCIAL MEETING ARRANGEMENTS.

The Bournemouth Law Society have kindly offered to entertain the Society during the autumn of 1929.

During the past year the Associated Provincial Law Societies asked the Council to consider the procedure at Provincial meetings, particularly with regard to the subjects chosen by readers of papers and their subsequent discussion. The matter has been under consideration by a special committee.

HALL AND LIBRARY.

Seven hundred and thirty-two volumes were added to the library last year, and the total number of books is now about 63,700.

RECORD AND STATISTICAL DEPARTMENT.

Over 1,100 inquiries were made of this department during the past year and in nearly all cases the required information was obtained.

During the year ending 15th November, 1927, 5,119 London and 10,024 country practising certificates were issued, as compared with 5,165 and 9,987 respectively in the previous year.

Certificates of death of 385 solicitors have been received from registrars of deaths during the year, compared with 314 during the previous year.

EXAMINATION COMMITTEE.

The following table shows the results of the last three examinations as compared with the three immediately preceding:—

Preliminary, 173, as compared with 145.
Intermediate (Law), 541, as compared with 538.
Accounts and book-keeping, 691, as compared with 623.
Final, 533, as compared with 439.
Honours, 138, as compared with 99.

The number of articles of clerkship registered in 1917 (war period) was 103, and in the previous year 789.

COLONIAL EXAMINATIONS.

Since the issue of the annual report for the year 1927 two intermediate and two final examinations have been held, under the auspices of the Society, in the Colony of Jamaica, two intermediate and two final examinations in the Colony of Trinidad; one intermediate examination in the Colony of Barbados, and one final examination in the Colony of British Guiana.

COLONIAL SOLICITORS ACT, 1900.

In the last annual report details were given of the terms upon which the Council were prepared to support an application from the Federated Malay States for an order under the Colonial Solicitors Act, 1900.

The Council have since been informed that the Federated Malay States do not propose to proceed further in the matter.

During the year an application has been considered from the Province of Alberta for an Order in Council extending this Act to the Province.

The Council considered the application. They recommended that an order might be made if the usual conditions were specified in it, and if it prescribed in addition a service of two years under Articles of Clerkship and one year's compulsory attendance at a recognised school of law in England and the passing of the Law Society's Trust Accounts and Book-keeping and Final Examinations.

HONG KONG.

The Governor of the Colony of Hong Kong forwarded copies of new regulations regarding the solicitors' final examination in that colony, and he inquired whether the Council regarded them as satisfactory for the purposes of the Colonial Solicitors Act, and the same have been approved by the Council.

INTERMEDIATE EXAMINATION; CURRICULUM.

The Council have decided that the 19th edition of "Stephen's Commentaries" is to be prescribed for the Intermediate Examinations to be held after 1st January, 1930.

It will be remembered that at a meeting of representatives of Provincial Law Schools, the selection of the 18th edition of the Commentaries as the intermediate students' subject of study was somewhat severely criticised. The Council therefore invited the publishers to re-edit and re-cast the volumes. This has been done in the 19th edition in such a manner as in the opinion of the Council to meet satisfactorily the criticisms referred to.

AEGROTAT DEGREES.

The Council, on the recommendation of the Examination Committee, resolved to acquiesce in the view of the conference of law schools held in January, 1927 that an Aegrotat degree granted to a candidate for an examination in law should be regarded as equivalent to the taking of a degree for the purpose of exemption from the legal portion of the intermediate examination. Regulations have been issued accordingly and have been made retrospective.

SERVICE UNDER ARTICLES.

A regulation has been made recognising the Durham School Certificate Examination (with Honours) as exempting from a year's service under articles.

LL.B. DEGREE.

On the recommendation of the Examination Committee it has been resolved also that the LL.B. degree of the Queen's University of Belfast shall in future be recognised as an exemption from the legal portion of the Law Society's Intermediate Examination.

DATES OF THE SOCIETY'S EXAMINATIONS.

At a Conference of Approved Law Schools held in London on the 6th January last, a resolution was passed requesting the Law Society to consider whether the Intermediate and Final Solicitor qualifications could not be held at times which would not break in upon the University terms.

The Council considered the matter, but decided in favour of the retention of the dates now fixed.

CITY OF LONDON SOLICITORS' COMPANY'S PRIZE.

The City of London Solicitors' Company have offered a prize of twenty-five guineas per annum for three years on the following terms;—

The prize to be known as "The City of London Solicitors' Company's Prize," and to be presented by the Company, on a certificate from the Law Society, to the student under the age of twenty-seven years on the date on which he sat for the examination (being an articled clerk to a solicitor practising within a radius of three-quarters of a mile from the Bank of England), whose answers to the papers in the Final Examination on Equity and Common Law and Bankruptcy, set at the three examinations in any one year, should have been adjudged the highest in merit (i.e., aggregate marks of these papers), liberty being reserved to withhold the prize if, in the opinion of the Council of the Law Society, no paper answers are deemed of sufficient merit. The prize will be awarded for the first time as a result of the June and November 1928 Examinations.

NORTH STAFFORDSHIRE LAW SOCIETY PRIZE.

The North Staffordshire Law Society have founded a law prize for clerks articled to members of that Society.

LAWS OF THE EMPIRE COMMITTEE.

The appointment of this departmental committee was mentioned in the last Annual Report. It is considering proposals for increasing facilities open to students in London for the study of the laws of the Empire. The Council were asked by the Committee for a statement of existing teaching conditions as to the laws of the Empire at the Society's School, and were glad to supply the information.

LEGAL EDUCATION.

The number of "solicitor" students attending law schools (excluding the Universities of Oxford, Cambridge and London) in the autumn term, 1927, was 931; of these 338 were students at the Society's Law School. The figures show a small increase over the corresponding term of the previous year.

Educational grants amounting in all to £9,350 have been voted from the Society's funds for the Session 1928-29 to the approved schools (other than the Universities mentioned above) and the Society's Law School. The figure for 1927-28 was £9,250, together with a £50 grant for library books to the Sussex Board of Legal Studies.

The Law Department of University College, Hull, and the Sussex Board of Legal Studies (which holds classes at Brighton) have been recognised as approved schools. Arrangements have been made for extra-mural tuition at Stockton-on-Tees under the Law Department of Armstrong College, University of Durham, to be given after October next. Classes held at Norwich have been suspended since July 1927, there being comparatively few articled clerks in Norfolk and Suffolk. The Blackburn Law Association made representations as to the difficulty experienced by local articled clerks attending at Manchester University. The Association were invited to approach the University authorities with a view to adjusting the hours of classes.

The Fourth Conference of Approved Law Schools was held in the Council Room on 6th January, 1928, and an address was delivered by Mr. J. Griffith Morgan, of the University College of South-West England, Exeter, on "The Growth of a New Law School." This was followed by discussion on methods of tuition. A proposal put forward by the East Midland Law School, recommending the Council that the dates of the Society's examinations should be fixed so as to fall outside the University terms, was adopted. The Council have since intimated that in their opinion the general balance of convenience is served by retaining the existing dates.

In July, 1927, three studentships, value £40 a year each, were awarded as a result of the examinations held in the previous month. The holders are taking courses at the Society's Law School (2) and the University of Birmingham (1). Three studentships of the same value are offered for award both in 1928 and 1929.

The Master of the Rolls has revised the regulations governing the course before articles taken at the Society's School and the Universities of Leeds, Liverpool, Manchester, and Sheffield. Students qualifying under these regulations, which require one year's whole time study in law, are permitted to enter into articles for four years only after completion of the course. Similar regulations were made in 1926 for the University of Birmingham.

Twenty-one petitions for exemption from attendance at a Law School on geographical or other grounds were considered by the Legal Education Committee during the period. In no case was total exemption granted, but in the case of eight of the petitions the applicants were excused attendance subject to the completion of a correspondence course at the Society's Law School. One appeal (the first) from the decision of the Committee to refuse exemption was dismissed by the Master of the Rolls.

Mr. T. H. Bischoff was appointed Vice-Chairman of the Legal Education Committee in July, 1927, on the resignation of Mr. R. A. Pinsent, who had held the position for a number of years. During the period Mr. L. S. Holmes (Liverpool) and Mr. W. Sefton Clarke (Bristol) have joined the Committee in the places of the late Mr. H. D. Bateson and the late Mr. H. C. Trapnell.

(To be continued.)

THE CHARGE AGAINST LORD TERRINGTON.

At the Central Criminal Court on Tuesday last, the Grand Jury returned a true bill for misdemeanour in the case of Lord Terrington, a solicitor.

Legal Notes and News.

Professional Announcements.

(2s. per line.)

Mr. D. J. EDMONDS, Solicitor, 14 & 15 Coleman Street, E.C.2, announces that as from 1st July, 1928, he is taking into partnership Mr. WILLIAM TREVOR JONES, who has been associated with him for some time as an articled clerk. The practice will be carried on under the style of "G. S. Warmington & Edmonds," as hitherto, and the offices of the firm will be at 141, Moorgate, E.C.2. The telephone number (Wall 2150) will remain unchanged.

JUDGES AT ST. PAUL'S.

The annual service for his Majesty's Judges was held at St. Paul's Cathedral recently. The Lord Mayor and the Lady Mayoress led the procession into the Cathedral, followed by Lord Hailsham and the Judges, with their wives and other relatives, and by the mace-bearers. The judges and their relatives, in accordance with old custom, carried posies of flowers.

Canon S. A. Alexander, appealing for the Hospital Sunday collection, said the fashionable women of to-day took no serious interest in the things that really mattered. The colossal unconcern of Dives was reflected in the present-day attitude.

Before the service the Lord Mayor and the Lady Mayoress received the judges at luncheon at the Mansion House. Prince Potenziani, the Governor of Rome, and Donna Myriam Potenziani, his daughter, were also present. The company included: The Lord Chancellor, Lord Merrivale, Mr. Justice and Miss Bateson, Mr. Justice and Lady Clauson, Mr. Justice and Lady Hawke, Mr. Justice Charles, Lady Humphreys, Alderman Sir William Pryke and Mrs. Cyril Turner, Alderman Sir Rowland and Lady Blades and the Misses Blades, Mr. Alderman and Mrs. Neal, Alderman Sir Kynaston and Lady Studd, the Recorder of London (Sir Ernest Wild, K.C.) and Mrs. Oliver, Mr. Alderman and Mrs. Greenaway, Mr. Alderman and Miss Howell, Alderman Sir Stephen Killik and Mrs. Chester Newman, Mr. Alderman and Mrs. Jacobs, Mr. Sheriff and Mrs. Davenport, Mr. Sheriff and Mrs. F. D. Green, Sir Claud and Lady Schuster, the Hon. Edward Duke, Mr. and Mrs. R. W. Bankes, Sir Adrian Pollock, Chamberlain of London, Judge and Mrs. Shewell Cooper, Dr. Delli Santi, Baron A. Sardi, Prince G. B. Rospigliosi, Marquess and Marchioness Antinori, Count and Countess Spalletti Trivelli, Dr. Manzi-Fe, Miss Annie Fitzgerald, the Commissioner of Police and Mrs. Turnbull, the Comptroller and Mrs. Crowther Smith, the Remembrancer and Mrs. J. B. Aspinall, the City Solicitor and Mrs. Pickford, the Secondary and Mrs. Hayes, Mr. D. George Collins, Mr. W. H. Champness, Undersheriff H. and Miss Jennings, Undersheriff H. and Mrs. Capper, the Rev. P. and Mrs. Wellard, the Rev. W. P. and Mrs. Besley, the Rev. Canon and Mrs. Alexander, Mrs. Gathergood, Major A. E. Wood, Mr. W. T. Boston, Mr. Travers C. Humphreys, Captain D. F. Massy and Sir William Soulsby.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 1.	Mr. Justice Eve.	Mr. Justice Romer.
Monday July 2	Mr. Hicks Beach	Mr. Ritchie	Mr. Bloxam	Mr. More
Tuesday .. 3	Synge	Bloxam	*More	Hicks Beach
Wednesday 4	More	Jolly	*Hicks Beach	Bloxam
Thursday .. 5	Ritchie	Hicks Beach	*Bloxam	More
Friday 6	Bloxam	Synge	More	Hicks Beach
Saturday ... 7	Jolly	More	Hicks Beach	Bloxam

Date.	Mr. Justice Maugham.	Mr. Justice Astbury.	Mr. Justice Tomlin.	Mr. Justice Clauson.
Monday July 2	Mr.*Hicks Beach	Mr. Synge	Mr. Jolly	Mr. Ritchie
Tuesday ... 3	Bloxam	*Jolly	Ritchie	*Synge
Wednesday 4	*More	*Ritchie	Synge	Jolly
Thursday .. 5	Hicks Beach	*Synge	Jolly	*Ritchie
Friday 6	*Bloxam	*Jolly	Ritchie	Synge
Saturday ... 7	More	Ritchie	Synge	Jolly

*The Registrar will be in Chambers on these days, and also on the days when the Courts are not sitting.

VALUATIONS FOR INSURANCE.—It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is generally very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM STORR & SONS (LIMITED)**, 26, King Street, Covent Garden, W.C.2, the well-known chattel valuers and auctioneers (established over 100 years), have a staff of expert valuers, and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-a-brac a speciality.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate 4½%. Next London Stock Exchange Settlement Thursday, 12th July, 1928.

	Middle Price 27th June	Interest Yield.			Yield with Redemption.		
		£	s.	d.	£	s.	d.
English Government Securities.							
Consols 4% 1957 or after	86⅝xd	4	12	6		—	
Consols 2½%	56	4	8	6		—	
War Loan 5% 1929-47	101⅝	4	18	9	4	18	9
War Loan 4½% 1925-45	98	4	12	6	4	16	6
War Loan 4% (Tax free) 1929-42	100¾	4	0	0	4	0	0
Funding 4% Loan 1960-1990	90½	4	8	0	4	11	0
Victory 4% Bonds (available for Estate Duty at par) Average life 35 years	94¾	4	6	0	4	7	0
Conversion 4½% Loan 1940-44	98	4	12	0	4	16	0
Conversion 3½% Loan 1961	78⅛	4	9	0		—	
Local Loans 3% Stock 1921 or after	65	4	12	0		—	
Bank Stock	263	4	11	0		—	
India 4½% 1950-55	92½	4	17	0	5	0	0
India 3½%	71⅛	4	18	0		—	
India 3%	61½	4	17	0		—	
Sudan 4½% 1939-73	97	4	13	0	4	17	0
Sudan 4% 1974	86	4	13	0	4	17	0
Transvaal Government 3% 1923-53 (Guaranteed by British Government, Estimated life 19 years)	83	3	13	0	4	6	0
Colonial Securities.							
Canada 3% 1938	85	3	12	0	4	18	0
Cape of Good Hope 4% 1916-36	94	4	5	0	5	0	6
Cape of Good Hope 3½% 1929-49	81	4	7	0	5	0	0
Commonwealth of Australia 5% 1945-75	99	5	1	0	5	2	6
Gold Coast 4½% 1956	95	4	15	0	4	17	6
Jamaica 4½% 1941-71	95	4	15	0	4	18	6
Natal 4% 1937	94	4	5	0	5	0	0
New South Wales 4½% 1935-45	90	5	0	0	5	7	0
New South Wales 5% 1945-65	98	5	2	0	5	3	0
New Zealand 4½% 1945	97	4	13	0	4	17	6
New Zealand 5% 1946	103	4	17	0	4	16	6
Queensland 5% 1940-60	99	5	1	0	5	3	0
South Africa 5% 1945-75	102	4	18	0	5	0	0
South Australia 5% 1945-75	98	5	2	0	5	0	0
Tasmania 5% 1945-75	101	4	19	0	5	0	0
Victoria 5% 1945-75	98	5	2	0	5	0	0
West Australia 5% 1945-75	100	5	0	0	5	2	0
Corporation Stocks.							
Birmingham 3% on or after 1947 or at option of Corporation	64	4	13	0		—	
Birmingham 5% 1946-56	104	4	16	6	4	17	7
Cardiff 5% 1945-65	102	4	18	0	4	18	0
Croydon 3% 1940-60	71	4	5	6	5	0	0
Hull 3½% 1925-55	78	4	10	0	5	0	0
Liverpool 3½% Redeemable at option of Corporation	74	4	14	0	5	0	0
Ldn. Cty. 2½% Con. Stk. after 1920 at option of Corpn.	55	4	11	0		—	
Ldn. Cty. 3% Con. Stk. after 1920 at option of Corpn.	65	4	12	6		—	
Manchester 3% on or after 1941	65	4	12	0		—	
Metropolitan Water Board 3% 'A' 1963-2003	66	4	12	0	4	17	0
Metropolitan Water Board 3% 'B' 1934-2003	66½	4	11	0	4	15	6
Middlesex C. C. 3½% 1927-47	84	4	3	6	4	17	0
Newcastle 3½% Irredeemable	72	4	17	0		—	
Nottingham 3% Irredeemable	64	4	15	6		—	
Stockton 5% 1946-66	103	4	17	0	4	19	0
Wolverhampton 5% 1946-56	103	4	17	0	5	0	0
English Railway Prior Charges.							
Gt. Western Rly. 4% Debenture	85	4	14	0		—	
Gt. Western Rly. 5% Rent Charge	103	4	17	0		—	
Gt. Western Rly. 5% Preference	98	5	2	0		—	
L. & N. E. Rly. 4% Debenture	78xd	5	2	6		—	
L. & N. E. Rly. 4% Guaranteed	75	5	6	6		—	
L. & N. E. Rly 4% 1st Preference	61	6	11	0		—	
L. Mid. & Scot. Rly. 4% Debenture	80½xd	5	0	0		—	
L. Mid. & Scot. Rly. 4% Guaranteed	79½	5	1	0		—	
L. Mid. & Scot. Rly. 4% Preference	74½	5	7	0		—	
Southern Railway 4% Debenture	80½	5	0	0		—	
Southern Railway 5% Guaranteed	101	4	19	0		—	
Southern Railway 5% Preference	93	5	7	0		—	

PUBLIC or semi-public appointment desired by solicitor, aged 34, admitted 1920; honoursman; varied all-round general experience, with specialised knowledge rating, licensing, income tax and other matters: last eight years assistant with leading City firm; commissioner; member Law Society; public school; five years' war service.—BM/BAFS, London, W.C.1.

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SOLICITOR (32), admitted in 1920 and now practising on own account, desires post as managing clerk or assistant solicitor in an extensive and well-established conveyancing practice, preferably, but not essentially, in South Wales or Monmouthshire. Accustomed to act without supervision in conveyancing and probate matters, and also willing to assist generally. Advocacy not objected to, if required. Can arrange to be available at short notice. Able to converse in Welsh.—Write "A.B." Box 343, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR (37), now in practice on own account, small connection, desires managing clerkship in London, with liberty to practise. Salary by arrangement.—"J.," Box 448, Solicitors' Journal, 29, Breams-buildings, E.C.4.

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SOLICITOR (24), woman, good experience London and country; conveyancing, common law and general; willing undertake advocacy; accustomed interviewing clients; desires post London or within 50 miles. Salary by arrangement; would consider temporary post.—"C," Box 440, Solicitors' Journal, 29, Breams-buildings, E.C.4.

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THE Proprietors of The Solicitors' Journal have placed this space at the disposal of THE BRITISH LEGION, OFFICERS' ASSOCIATION, EMPLOYMENT BUREAU, 3-4, Clement's Inn, Strand, London, W.C.2 (Telephone: Holborn 5769), to whom all replies should be addressed, quoting number of advertisement, date of insertion, and the name of this paper.

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EX-OFFICER, married, age 35, requires immediate employment as Supervisor, Organiser, Manager, Traveller or any position where loyal service is recognised. Excellent references. 8544.

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